



# TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL  
PUBLIC HEARING NOTICE  
JANUARY 23, 2020, at 6:00 PM  
COUNCIL CHAMBERS  
500 N. GONZALES BLVD.  
HUACHUCA CITY, AZ 85616**

## **AGENDA**

### **A. Call to Order – Mayor**

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum

### **B. Call to the Public – Mayor**

A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

### **C. New Business Before Council - Mayor**

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

**C.1 Discussion only [Keith Dennis]:** Discussion of 2020 Community Development Block Grant (CDBG)

## **Huachuca City**

### **Public Hearing Regarding Use of CDBG Funds**

Huachuca City is expected to receive approximately \$480,000 in FY20 federal Community Development Block Grant (CDBG) funds from the Arizona Department of Housing Regional Account. CDBG funds must be used to benefit low-to-moderate income persons and areas, alleviate slum and blight or address urgent needs. A public hearing will be held at 6:00PM on Thursday, January 23, 2020, at Town Hall, 500 N. Gonzales Boulevard, Huachuca City AZ 85616 to gather citizen input on the use of the CDBG funds. Examples of possible uses of CDBG funds include the following:

- 1) Public Infrastructure (e.g., water, wastewater, street improvements);
- 2) Community facilities (e.g., parks, health clinics, libraries, senior or youth centers);
- 3) Housing (e.g., owner-occupied or multi-family rehab, utility connections on private property, new housing constructed by a non-profit);
- 4) Public services (e.g., paying the salary of an additional staff person to expand a Head Start program, purchasing a van to transport persons with disabilities, equipment and rent to start a new job training program); and
- 5) Economic development (e.g., a loan to a business for job creation, micro-enterprise development, acquisition of land for an existing business expansion).

For more information about the hearing, grievances, or the CDBG program; or to receive assistance in formulating prospective project ideas for presentation at the hearing contact the following:

Janine Rustine, Town Clerk  
Huachuca City  
500 N. Gonzales Boulevard  
Huachuca City, AZ 85616  
Phone: 520-456-1354

Persons with disabilities who require special accommodations may contact Janine Rustine at the above phone number or location at least 48 hours before the hearing.

#### **D. Adjournment**

Posted at 5:00 PM January 21, 2020 at the following locations:

|   |  |  |
|---|--|--|
| <b>Town Hall Bulletin Board</b><br>500 N. Gonzales Blvd.<br>Huachuca City, AZ 85616       | <b>Town Hall Lobby</b><br>500 N. Gonzales Blvd.<br>Huachuca City, AZ 85616       | <b>Town Website</b><br><a href="https://huachucacityaz.gov">https://huachucacityaz.gov</a> |
| <b>Huachuca City U.S. Post Office</b><br>690 N. Gonzales Blvd.<br>Huachuca City, AZ 85616 | <b>Huachuca City Library</b><br>506 N. Gonzales Blvd.<br>Huachuca City, AZ 85616 | <b>Huachuca City Police Department</b><br>500 N. Gonzales Blvd.<br>Huachuca City, AZ 85616 |

*Ms. Janine Rustine*

Town Clerk

Note: This meeting is open to the public. All interested people are welcome to attend. A copy of agenda background material provided to the Committee Members, with the exception of material relating to possible executive session, are available for public inspection at the Town Clerk's Office, 500 N. Gonzales Blvd., Huachuca City, AZ 85616, Monday through Friday from 8:00 a.m. to 5:00 p.m. or online at [www.huachucacityaz.gov](http://www.huachucacityaz.gov)

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# TOWN OF HUACHUCA CITY

The Sunset City

## HUACHUCA CITY TOWN COUNCIL PUBLIC MEETING NOTICE

**January 23, 2020, at 7:00 PM**

**COUNCIL CHAMBERS  
500 N. GONZALES BLVD.  
HUACHUCA CITY, AZ 85616**

### **AGENDA**

#### **A. Call to Order – Mayor**

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum
- c. Invocation

*Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.*

#### **B. Call to the Public – Mayor**

*A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.*

#### **C. Consent Agenda - Mayor**

*All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.*

- C.1 Consider approval of the minutes of the Council meeting held on January 9, 2019.**
- C.2 Consider approval of the Payment Approval Report in the amount of \$ 93,993.53**

#### **D. Unfinished Business before the Council – Mayor**

*Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.*

**D.1 Discussion and or/Action [Manager Duthie]:** Council discussion and possible approval of an Inter-Governmental Agreement with the Sierra Vista Metropolitan Planning Organization [SVMPO] for accounting for Town fund contribution options.

**D.2 Discussion and or/Action [Mayor Wallace]:** Council discussion and possible approval to forgive the general fund debt to the landfill fund, in the amount of approximately two million Dollars (\$2,000,000.00) transferred and used from 2008-2018 in order to improve operations and future audit purposes.

**D.3 Discussion and or/Action [Jim Johnson]:** Second reading of ORDINANCE NO. 2020-02. AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AMENDING THE TOWN CODE, TITLE 8 "HEALTH AND SAFETY," TO REMOVE CHAPTER 8.20 "REMOVAL OF LITTER" AND CHAPTER 8.25 "REMOVAL OF DEBRIS AND DILAPIDATED STRUCTURES" BECAUSE THOSE CHAPTERS HAVE BEEN SUPERSEDED BY TITLE 16 OF THE TOWN CODE.

**D.4 Discussion and or/Action [Jim Johnson]:** Second reading of ORDINANCE NO. 2020-01. AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AMENDING THE TOWN CODE, TITLE 2, CHAPTER 2.45 "PLANNING AND ZONING COMMISSION" SECTION 2.45.010 "ESTABLISHED" TO ALLOW FOR THE APPOINTMENT OF A HEARING OFFICER TO PERFORM THE DUTIES OF THE PLANNING AND ZONING COMMISSION

#### **E. New Business Before Council - Mayor**

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**E.1 Discussion and or/Action [Spencer Forsberg]:** January 2020 Town Finance Report

**E.2 Discussion and or/Action [Manager Duthie/Jim Johnson]:** Council discussion and possible approval to initiate electrical power to the building to support structural surveys, utility engagements, and evaluating other structural preparations needed at the newly obtained building asset, located at 830 Arizona St, Huachuca City, for future lease opportunities.

**E.3 Discussion and or/Action [Mayor Wallace]:** Council consideration of contract with Mountain Power Electrical Contractors, Inc., for emergency signal construction/installation.

**E.4 Discussion and or/Action [Suzanne Harvey]:** Council discussion and possible approval of requests to add links to the Town's website.

**E.5 Discussion and or/Action [Manager Duthie]:** Council discussion and possible approval to establish a council work session on February 13, 2020 at 6pm to discuss potential "Brownfield" projects in coordination with Cochise County; and to discuss potential Congressional appropriations projects through U.S. Representative Ann Kirkpatrick's office

**E.6 Discussion and or/Action [Town Attorney]:** The Council might vote to go into Executive [closed] session, pursuant to A.R.S. 38-431.03(A) (3) & (4), for legal advice and consultation concerning the water rights adjudication in Maricopa County Case No. W1-11-0245 ["In Re the General Adjudication of All Rights to Use Water in the Gila River System and Source"].

**F. Manager Reports**

**G. Items to be placed on future agendas**

**1/30/20 Work session**

- Bus stop location approval

**2/13/20 Work session 6pm (If approved)**

- Brownfield projects
- US House appropriation requests

**2/13/20**

- Title 16 Final Action
- Dissolution of P&Z Final Action
- IGA & Resolution with SV for bus service
- IGA & Resolution with Tombstone for bus service
- Approval of bus line fees
- Hemp Ordinance 1<sup>st</sup> reading



- Az. Dept. of Env. Qual. Sewer Ponds update
- Az Commerce Authority property listing program

## H. Reports of Current Events by Council

### I. Adjournment

Posted at 5:00 PM January 21, 2020 at the following locations:

|   |  |  |
|---|--|--|
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*Ms. Janine Rustine*

### Town Clerk

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# TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE  
HUACHUCA CITY TOWN COUNCIL  
January 09, 2020 AT 7:00 PM  
HUACHUCA CITY TOWN HALL  
500 N. GONZALES BLVD.  
HUACHUCA CITY, AZ 85616**

## **AGENDA**

### **A. Call to Order – Mayor**

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum
- c. Invocation

*Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.*

The meeting was called to order at: 7:01 pm  
The Pledge of Allegiance was led by: Mayor Wallace  
The Invocation was offered by: Elder Thomas

### **Roll Call**

| <b>Individual</b>   | <b>Position</b> | <b>Present</b> | <b>Absent</b> |
|---------------------|-----------------|----------------|---------------|
| Johann Wallace      | Mayor           | X              |               |
| Donna Johnson       | Mayor Pro-Tem   | X              |               |
| Debra Trate         | Councilor       | X              |               |
| Christy Hirshberg   | Councilor       | X              |               |
| Joy Banks           | Councilor       | X              |               |
| Cynthia Butterworth | Councilor       | X              |               |
| Jean Post           | Councilor       | X              |               |

|                  |                     |   |  |
|------------------|---------------------|---|--|
| Eric Duthie      | Interm Town Manager | X |  |
| Janine Rustine   | Town Clerk          | X |  |
| Thomas Benavidez | Town Attorney       | X |  |

## **B. Call to the Public – Mayor**

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None

## **C. Consent Agenda - Mayor**

- ~ All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.

- C.1 Consider approval of the minutes of the Council Work session held on December 12, 2019.**
- C.2 Consider approval of the minutes of the Council meeting held on December 12, 2019**
- C.3 Consider approval of the minutes of the Public Hearing held on December 12, 2019.**
- C.4 Consider approval of the minutes of the executive minutes from December 12, 2019.**
- C.5 Consider approval of expenses for Digital History Library Project of \$6,575.00**
- C.6 Consider approval of the Payment Approval Report in the amount of \$ 242,583.34**

|   |   |                     |
|---|---|---------------------|
| <b>Motion C: Open item for discussion and/or action</b> |   | <b>Action: Open</b> |
| <b>Moved by: Mayor Wallace</b>                          | <b>Seconded by: Councilor Hirshberg</b> |                     |

**Item C.7 pulled for review by Mayor ProTem Johnson**

|                                |  |                         |
|--------------------------------|--|-------------------------|
| <b>Motion C:</b>               |  | <b>Action: Approved</b> |
| <b>Moved by: Mayor Wallace</b> | <b>Seconded by: Councilor Hirschberg</b> |                         |

- C.7 Authorize the declaration as surplus property the following items, to be sold by auction or otherwise disposed of in accordance with Town Policy:**
- A. Dusk till Dawn signage**

|   |  |                     |
|---|--|---------------------|
| <b>Motion C.7: Open item for discussion and/or action</b> |  | <b>Action: Open</b> |
| <b>Moved by: Mayor Wallace</b>                            | <b>Seconded by: Mayor ProTem Johnson</b> |                     |

**Mayor ProTem Johnson:** Does the signage mean just the signage or anything else in the building?

**Mayor Wallace:** Just the signage

|                                |  |                         |
|--------------------------------|--|-------------------------|
| <b>Motion C.7:</b>             |  | <b>Action: Approved</b> |
| <b>Moved by: Mayor Wallace</b> | <b>Seconded by: Mayor ProTem Johnson</b> |                         |

**D. Unfinished Business before the Council – Mayor**

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**D.1 Discussion and or/Action [Mayor Wallace]: Council consideration of Resolution No. 2020-01, to replace the two current north/south yield signs at the intersection of Navajo & Mohave Streets with stop signs; and rescinding Resolution 2019-25, which approved installation of four stop signs.**

|   |   |                     |
|---|---|---------------------|
| <b>Motion D.1: Open Item for discussion and/or action</b> |   | <b>Action: Open</b> |
| <b>Moved by: Mayor Wallace</b>                            | <b>Seconded by: Councilor Butterworth</b> |                     |

Mayor Wallace: Due to input from public works and the public it has been changed to just two stop signs. Chief Thies is ok with it too so we're just going to make it a two way stop instead of four.

|                                |  |                         |
|--------------------------------|--|-------------------------|
| <b>Motion D.1:</b>             |  | <b>Action: Approved</b> |
| <b>Moved by: Mayor Wallace</b> | <b>Seconded by: Mayor ProTem Johnson</b> |                         |

#### **E. New Business Before Council - Mayor**

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##### **E.1 Discussion only [Mayor Wallace]:** Introduction of Interim Town Manager Eric Duthie.

|   |   |                     |
|---|---|---------------------|
| <b>Motion E.1: Open Item for discussion and/or action</b> |   | <b>Action: Open</b> |
| <b>Moved by: Mayor Wallace</b>                            | <b>Seconded by: Councilor Butterworth</b> |                     |

Eric Duthie: I appreciate the opportunity here, we're going to keep things moving forward. I'm impressed where your direction is. I have a police background and am familiar with Huachuca City as I did some training here.

**E.2 Discussion and or/Action [Mayor Wallace]:** Council consideration of contract with Mountain Power for emergency signal construction/installation.

|   |                     |                                |
|---|---------------------|--------------------------------|
| <b>Motion E.2: Open Item for discussion and/or action</b> |                     | <b>Action: Moved to Jan 23</b> |
| <b>Moved by:</b>  | <b>Seconded by:</b> |                                |

**E.3 Discussion and or/Action [Mayor Wallace]:** Council to direct staff to prepare Intergovernmental Agreements with the City of Sierra Vista and the Town of Tombstone for connector bus line services; And to have these agreements prepared for review and possible approval at the February 13, 2020 regular Town Council meeting.

|   |  |                     |
|---|--|---------------------|
| <b>Motion E.3: Open Item for discussion and/or action</b> |  | <b>Action: Open</b> |
| <b>Moved by: Mayor Wallace</b>                            | <b>Seconded by: Councillor Hirshberg</b> |                     |

|                                |                                      |                         |
|--------------------------------|--------------------------------------|-------------------------|
| <b>Motion E.3:</b>             |                                      | <b>Action: Approved</b> |
| <b>Moved by: Mayor Wallace</b> | <b>Seconded by: Councillor Trate</b> |                         |

**E.4 Discussion and or/Action [Mayor Wallace]:** Council direction to staff to schedule and prepare for a Council work session to plan the Town bus line connector service and Council identification of bus stop locations.

|   |  |                     |
|---|--|---------------------|
| <b>Motion E.4: Open Item for discussion and/or action</b> |  | <b>Action: Open</b> |
| <b>Moved by: Mayor Wallace</b>                            | <b>Seconded by: Mayor ProTem Johnson</b> |                     |

Work session to be held on January 30<sup>th</sup>, from 6:00pm to 7:00 pm

|                                |  |                         |
|--------------------------------|--|-------------------------|
| <b>Motion E.4:</b>             |  | <b>Action: Approved</b> |
| <b>Moved by: Mayor Wallace</b> | <b>Seconded by: Mayor ProTem Johnson</b> |                         |

**E.5 Discussion and or/Action [Mayor Wallace]:** Council approval to "write-off" the general fund debt to the landfill fund from 2008-2018 for future audit purposes.

|   |                     |                                |
|---|---------------------|--------------------------------|
| <b>Motion E.5: Open item for discussion and/or action</b> |                     | <b>Action: Moved to Jan 23</b> |
| <b>Moved by:</b>  | <b>Seconded by:</b> |                                |

**E.6 Discussion and or/Action [Jim Johnson]:** ORDINANCE NO. 2020-02. AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AMENDING THE TOWN CODE, TITLE 8 "HEALTH AND SAFETY," TO REMOVE CHAPTER 8.20 "REMOVAL OF LITTER" AND CHAPTER 8.25 "REMOVAL OF DEBRIS AND DILAPIDATED STRUCTURES" BECAUSE THOSE CHAPTERS HAVE BEEN SUPERSEDED BY TITLE 16 OF THE TOWN CODE.

|   |   |                     |
|---|---|---------------------|
| <b>Motion E.6: Open item for discussion and/or action</b> |   | <b>Action: Open</b> |
| <b>Moved by: Mayor Wallace</b>                            | <b>Seconded by: Councilor Butterworth</b> |                     |

Dr. Johnson: These two items need to be removed because they have been put into Title 16 and have been expanded on. There is no need to have them in chapter 8.



**E.7 Discussion and or/Action [Jim Johnson]:** ORDINANCE NO. 2020-01. AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AMENDING THE TOWN CODE, TITLE 2, CHAPTER 2.45 "PLANNING AND ZONING COMMISSION" SECTION 2.45.010 "ESTABLISHED" TO ALLOW FOR THE APPOINTMENT OF A HEARING OFFICER TO PERFORM THE DUTIES OF THE PLANNING AND ZONING COMMISSION

|   |  |                     |
|---|--|---------------------|
| <b>Motion E.7: Open item for discussion and/or action</b> |  | <b>Action: Open</b> |
| <b>Moved by: Mayor Wallace</b>                            | <b>Seconded by: Councillor Hirshberg</b> |                     |

Dr. Johnson: It has been very challenging to keep a full P&Z board. It is not required by Arizona statutes that we have one, instead we could have a hearing officer. The same steps will stay in place but it isn't done through the board just through the hearing officer and then everything will come back to the council as usual.

Mayor Wallace: Ultimately it will still all go through the council.

Mayor ProTem Johnson: How much will this cost us?

Dr. Johnson: It will actually be saving The Town money since I will not have to be at the P&Z meetings every month, I will only be coming to the public hearing meetings.

Attorney Benavidez: If we needed to switch back it would be easy to go back we wouldn't even need to change or add an ordinance.

**E.8 Discussion and or/Action [Mayor Wallace]:** Renewal of contract with Southwest Building Inspection Service, Inc. [Dr. James Johnson], for Town building, planning and zoning department administration and related services.

|   |  |                     |
|---|--|---------------------|
| <b>Motion E.8: Open item for discussion and/or action</b> |  | <b>Action: Open</b> |
| <b>Moved by: Mayor Wallace</b>                            | <b>Seconded by: Mayor ProTem Johnson</b> |                     |

Mayor ProTem Johnson: Is there any way we could make it less a month?



Dr. Johnson: You are my lowest contract my next one is twice as much for less work. I wear several hats for the town.

Councilor Hirshberg: We never hear from you anymore, about what you're doing.

Dr. Johnson: The previous manager had me give him my report and he would put it in his report.

|                                |   |                         |
|--------------------------------|---|-------------------------|
| <b>Motion E.8:</b>             |   | <b>Action: Approved</b> |
| <b>Moved by: Mayor Wallace</b> | <b>Seconded by: Councilor Butterworth</b> |                         |

**E.9 Discussion and or/Action [Jim Halterman]:** Approval of changes in SSR (State Shared Revenues) construction project, as follows:

- Modification to Proposal S1205-19D for Project Case #2019-3, Skyline Drive Change Asphalt Depth from 2" to 3"
- Modification to Proposal S1205-19E, Project Case #2019-4, Town Hall parking lot which adds crack fill to scope of work.

|   |  |                     |
|---|--|---------------------|
| <b>Motion E.9: Open Item for discussion and/or action</b> |  | <b>Action: Open</b> |
| <b>Moved by: Mayor Wallace</b>                            | <b>Seconded by: Mayor ProTem Johnson</b> |                     |

Jim Halterman: The paving needed to be thicker for the trucks going to the landfill because of the heavy trucks going to the landfill. The second was because there was a lot more damage than originally thought to the other project.

|                                |                                     |                         |
|--------------------------------|-------------------------------------|-------------------------|
| <b>Motion E.9:</b>             |                                     | <b>Action: Approved</b> |
| <b>Moved by: Mayor Wallace</b> | <b>Seconded by: Councilor Trate</b> |                         |

**E.10 Discussion and or/Action [Manager Duthie]:** Approval of final invoice for groundwater study conducted by Hugh A Walker Enterprises (HAWE), as follows:  
MW-1 Silt Removal and Top Casing survey in the amount of \$5,500.

|  |   |                     |
|--|---|---------------------|
| <b>Motion E.10: Open item for discussion and/or action</b> |   | <b>Action: Open</b> |
| <b>Moved by: Mayor Wallace</b>                             | <b>Seconded by: Councilor Butterworth</b> |                     |

|                                |   |                         |
|--------------------------------|---|-------------------------|
| <b>Motion E.10:</b>            |   | <b>Action: Approved</b> |
| <b>Moved by: Mayor Wallace</b> | <b>Seconded by: Councilor Hirshberg</b> |                         |

**E.11 Discussion and or/Action [Mayor Wallace]:** Approval of Clerk's Training for Clerk Rustine June 8<sup>th</sup>-June 12<sup>th</sup>, 2020.

|  |   |                     |
|--|---|---------------------|
| <b>Motion E.11: Open item for discussion and/or action</b> |   | <b>Action: Open</b> |
| <b>Moved by: Mayor Wallace</b>                             | <b>Seconded by: Councilor Hirshberg</b> |                     |

|                                |   |                         |
|--------------------------------|---|-------------------------|
| <b>Motion E.11:</b>            |   | <b>Action: Approved</b> |
| <b>Moved by: Mayor Wallace</b> | <b>Seconded by: Councilor Hirshberg</b> |                         |

- F. Items to be placed on future agendas: E.2, E.5, second reading of E.7 & E.7**
- G. Reports of Current Events by Council:**
- H. Adjournment**

|                                |  |                         |
|--------------------------------|--|-------------------------|
| <b>Motion: to Adjourn</b>      |  | <b>Action: Approved</b> |
| <b>Moved by: Mayor Wallace</b> | <b>Seconded by: Councillor Hirshberg</b> |                         |

**Meeting Adjourned: 7:42 pm**

Approved by Mayor Johann R. Wallace on January 23, 2020.

\_\_\_\_\_  
Mr. Johann R. Wallace  
Mayor

Attest: \_\_\_\_\_  
Ms. Janine Rustine,  
Town Clerk

Seal:

### **Certification**

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on January 9, 2020. I further certify that the meeting was duly called and a quorum was present.

\_\_\_\_\_  
Ms. Janine Rustine,  
Town Clerk

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

| Vendor Name                    | Invoice Number | Description                    | Invoice Date | Net<br>Invoice Amount | Amount Paid | Date Paid  | Voided |
|--------------------------------|----------------|--------------------------------|--------------|-----------------------|-------------|------------|--------|
| <b>1022410</b>                 |                |                                |              |                       |             |            |        |
| DES-Unemployment Tax           | 11481008/1231  | 11481008/Unemployment Tax      | 12/31/2019   | 71.39                 | 71.39       | 01/09/2020 |        |
| Total 1022410:                 |                |                                |              | 71.39                 | 71.39       |            |        |
| <b>1022550</b>                 |                |                                |              |                       |             |            |        |
| UNUM Life Ins. Co. of America  | 01102020       | Employee Life/AD&D Ins./060830 | 01/10/2020   | 184.74                | 184.74      | 01/13/2020 |        |
| Total 1022550:                 |                |                                |              | 184.74                | 184.74      |            |        |
| <b>1042220</b>                 |                |                                |              |                       |             |            |        |
| Benavidez Law Group, P.C.      | 88741          | Attorney Fees                  | 01/03/2020   | 2,495.00              | 2,495.00    | 01/09/2020 |        |
| Total 1042220:                 |                |                                |              | 2,495.00              | 2,495.00    |            |        |
| <b>1043100</b>                 |                |                                |              |                       |             |            |        |
| Interim Public Management, LLC | 2406           | Interim Town Manager           | 01/15/2020   | 7,425.00              | .00         |            |        |
| Total 1043100:                 |                |                                |              | 7,425.00              | .00         |            |        |
| <b>1043271</b>                 |                |                                |              |                       |             |            |        |
| AT&T                           | 9001/01042020  | Phone Service                  | 01/04/2020   | 629.36                | 629.36      | 01/10/2020 |        |
| Total 1043271:                 |                |                                |              | 629.36                | 629.36      |            |        |
| <b>1043340</b>                 |                |                                |              |                       |             |            |        |
| S.S.V.E.C                      | 01072020       | Town Hall                      | 01/07/2020   | 390.57                | 390.57      | 01/13/2020 |        |
| Total 1043340:                 |                |                                |              | 390.57                | 390.57      |            |        |
| <b>1043380</b>                 |                |                                |              |                       |             |            |        |
| AZ Department of Corrections   | D08491120200   | Inmate Labor                   | 01/14/2020   | 12.00                 | .00         |            |        |
| Total 1043380:                 |                |                                |              | 12.00                 | .00         |            |        |
| <b>1043703</b>                 |                |                                |              |                       |             |            |        |
| Code Publishing, Inc.          | 85787          | Municipal Code-Wed Update      | 01/08/2020   | 1,285.20              | 1,285.20    | 01/13/2020 |        |
| Total 1043703:                 |                |                                |              | 1,285.20              | 1,285.20    |            |        |
| <b>1045120</b>                 |                |                                |              |                       |             |            |        |
| Benavidez Law Group, P.C.      | 88741          | Prosecution Fees               | 01/03/2020   | 423.50                | 423.50      | 01/09/2020 |        |
| Total 1045120:                 |                |                                |              | 423.50                | 423.50      |            |        |
| <b>1045250</b>                 |                |                                |              |                       |             |            |        |
| Aaron Parr                     | 12202019       | Alternate Magistrate Reimburse | 12/20/2019   | 60.00                 | 60.00       | 01/09/2020 |        |
| Total 1045250:                 |                |                                |              | 60.00                 | 60.00       |            |        |
| <b>1045810</b>                 |                |                                |              |                       |             |            |        |
| Keith David Barth              | 4509           | Reimb Glock 17 Purchased For C | 12/13/2019   | 475.00                | .00         |            |        |

| Vendor Name                   | Invoice Number | Description                          | Invoice Date | Net<br>Invoice Amount | Amount Paid | Date Paid  | Voided |
|-------------------------------|----------------|--------------------------------------|--------------|-----------------------|-------------|------------|--------|
| Total 1045810:                |                |                                      |              | 475.00                | .00         |            |        |
| <b>1048276</b>                |                |                                      |              |                       |             |            |        |
| Verizon Wireless              | 9845770483     | cell phones                          | 01/07/2020   | 1,883.12              | .00         |            |        |
| Total 1048276:                |                |                                      |              | 1,883.12              | .00         |            |        |
| <b>1051110</b>                |                |                                      |              |                       |             |            |        |
| Diamondback Police Supply Co. | 5013           | Ballistic Vest , Outer Carrier For M | 01/13/2020   | 820.65                | .00         |            |        |
| Total 1051110:                |                |                                      |              | 820.65                | .00         |            |        |
| <b>1051222</b>                |                |                                      |              |                       |             |            |        |
| City of Sierra Vista          | 3038           | SEACOM Payment                       | 01/06/2020   | 20,487.50             | .00         |            |        |
| Total 1051222:                |                |                                      |              | 20,487.50             | .00         |            |        |
| <b>1051240</b>                |                |                                      |              |                       |             |            |        |
| Benavidez Law Group, P.C.     | 89741          | Prosecution Fees                     | 01/03/2020   | 423.50                | 423.50      | 01/09/2020 |        |
| Total 1051240:                |                |                                      |              | 423.50                | 423.50      |            |        |
| <b>1051271</b>                |                |                                      |              |                       |             |            |        |
| AT&T                          | 9001/01042020  | Phone Service                        | 01/04/2020   | 49.90                 | 49.90       | 01/10/2020 |        |
| AT&T                          | 9001/01092020  | Phone Service                        | 01/09/2020   | 17.51                 | .00         |            |        |
| Total 1051271:                |                |                                      |              | 67.41                 | 49.90       |            |        |
| <b>1051340</b>                |                |                                      |              |                       |             |            |        |
| S.S.V.E.C                     | 01072020       | Police Dept                          | 01/07/2020   | 331.93                | 331.93      | 01/13/2020 |        |
| Total 1051340:                |                |                                      |              | 331.93                | 331.93      |            |        |
| <b>1051380</b>                |                |                                      |              |                       |             |            |        |
| AZ Department of Corrections  | D08491120200   | Inmate Labor                         | 01/14/2020   | 12.00                 | .00         |            |        |
| Total 1051380:                |                |                                      |              | 12.00                 | .00         |            |        |
| <b>1051470</b>                |                |                                      |              |                       |             |            |        |
| Gardner's Garage              | 03P1579        | Vehicle Maint                        | 01/08/2020   | 358.02                | 358.02      | 01/09/2020 |        |
| Total 1051470:                |                |                                      |              | 358.02                | 358.02      |            |        |
| <b>1051475</b>                |                |                                      |              |                       |             |            |        |
| Thies, James                  | 033712         | Reimb Fuel                           | 01/08/2020   | 25.00                 | 25.00       | 01/10/2020 |        |
| Thies, James                  | 086351         | Reimb Fuel                           | 01/08/2020   | 25.02                 | 25.02       | 01/10/2020 |        |
| Total 1051475:                |                |                                      |              | 50.02                 | 50.02       |            |        |
| <b>1053340</b>                |                |                                      |              |                       |             |            |        |
| S.S.V.E.C                     | 01072020       | Fire Station                         | 01/07/2020   | 540.81                | 540.81      | 01/13/2020 |        |
| Total 1053340:                |                |                                      |              | 540.81                | 540.81      |            |        |
| <b>1057110</b>                |                |                                      |              |                       |             |            |        |
| Cintas Corporation No. 445    | 4098858271     | Uniform and Rentals/Public Works     | 01/13/2020   | 28.19                 | 28.19       | 01/13/2020 |        |

| Vendor Name                             | Invoice Number | Description                  | Invoice Date | Net<br>Invoice Amount | Amount Paid | Date Paid  | Voided |
|---|----------------|------------------------------|--------------|-----------------------|-------------|------------|--------|
| Total 1057110:                          |                |                              |              | 26.19                 | 26.19       |            |        |
| 1057340<br>S.S.V.E.C                    | 01072020       | street lights                | 01/07/2020   | 2,458.22              | 2,458.22    | 01/13/2020 |        |
| Total 1057340:                          |                |                              |              | 2,458.22              | 2,458.22    |            |        |
| 1057360<br>AZ Department of Corrections | D08505320200   | Inmate Labor                 | 01/14/2020   | 25.33                 | .00         |            |        |
| Total 1057360:                          |                |                              |              | 25.33                 | .00         |            |        |
| 1057475<br>Senergy Petroleum LLC        | 601678         | Diesel #2                    | 01/06/2020   | 32.38                 | 32.38       | 01/09/2020 |        |
| Total 1057475:                          |                |                              |              | 32.38                 | 32.38       |            |        |
| 1058340<br>S.S.V.E.C                    | 01072020       | Pool                         | 01/07/2020   | 500.89                | 500.89      | 01/13/2020 |        |
| Total 1058340:                          |                |                              |              | 500.89                | 500.89      |            |        |
| 1062271<br>AT&T                         | 3001/01042020  | Phone Service                | 01/04/2020   | 54.86                 | 54.86       | 01/10/2020 |        |
| Total 1062271:                          |                |                              |              | 54.86                 | 54.86       |            |        |
| 1062340<br>S.S.V.E.C                    | 01072020       | Library                      | 01/07/2020   | 563.72                | 563.72      | 01/13/2020 |        |
| Total 1062340:                          |                |                              |              | 563.72                | 563.72      |            |        |
| 1062366<br>AZ Department of Corrections | D08424320200   | Inmate Labor                 | 01/14/2020   | 12.00                 | .00         |            |        |
| Total 1062366:                          |                |                              |              | 12.00                 | .00         |            |        |
| 1068340<br>S.S.V.E.C                    | 01072020       | Senior Center                | 01/07/2020   | 159.11                | 159.11      | 01/13/2020 |        |
| Total 1068340:                          |                |                              |              | 159.11                | 159.11      |            |        |
| 2040200<br>Az State Treasurer           | 5135/01072020  | monthly conversions          | 01/07/2020   | 3,099.98              | 3,099.98    | 01/09/2020 |        |
| Cochise County Superior Court           | 340            | court revenue/\$1 Assessment | 01/07/2020   | 14.59                 | 14.59       | 01/09/2020 |        |
| General Fund(Trust)                     | 339            | monthly court conversions    | 01/07/2020   | 6,049.53              | 6,049.53    | 01/09/2020 |        |
| Total 2040200:                          |                |                              |              | 9,164.10              | 9,164.10    |            |        |
| 2040400<br>Family Dollar Store          | 341            | Restitution Payment          | 01/14/2020   | 34.45                 | .00         |            |        |
| B R Construction                        | 337            | Restitution                  | 01/07/2020   | 50.00                 | 50.00       | 01/09/2020 |        |
| Total 2040400:                          |                |                              |              | 84.45                 | 50.00       |            |        |

| Vendor Name                  | Invoice Number | Description                     | Invoice Date | Net<br>Invoice Amount | Amount Paid | Date Paid  | Voided |
|------------------------------|----------------|---------------------------------|--------------|-----------------------|-------------|------------|--------|
| <b>2840122</b>               |                |                                 |              |                       |             |            |        |
| BNR Paving Company           | 3888           | Repair Fire Parking Lot         | 01/08/2020   | 8,489.64              | 8,489.64    | 01/10/2020 |        |
| BNR Paving Company           | 3889           | Road Repair Skyline Drive       | 01/08/2020   | 4,155.40              | 4,155.40    | 01/10/2020 |        |
| BNR Paving Company           | 3890           | Road Repair Skyline Drive       | 01/09/2020   | 762.70                | 762.70      | 01/10/2020 |        |
| Total 2840122:               |                |                                 |              | 13,407.74             | 13,407.74   |            |        |
| <b>2940840</b>               |                |                                 |              |                       |             |            |        |
| Herald Review Media          | 489184/249610  | Use of CDBG Funds Ad            | 01/03/2020   | 262.11                | 262.11      | 01/09/2020 |        |
| Total 2940840:               |                |                                 |              | 262.11                | 262.11      |            |        |
| <b>5113110</b>               |                |                                 |              |                       |             |            |        |
| Nickolas Griego              | 4001159/01072  | Reimburse Credit Balance        | 01/07/2020   | 68.53                 | 68.53       | 01/09/2020 |        |
| Total 5113110:               |                |                                 |              | 68.53                 | 68.53       |            |        |
| <b>5140110</b>               |                |                                 |              |                       |             |            |        |
| Cintas Corporation No. 445   | 4039868271     | Uniform and Rentals/Water       | 01/13/2020   | 26.20                 | 26.20       | 01/13/2020 |        |
| Total 5140110:               |                |                                 |              | 26.20                 | 26.20       |            |        |
| <b>5140340</b>               |                |                                 |              |                       |             |            |        |
| S.S.V.E.C                    | 01072020       | Wells                           | 01/07/2020   | 2,675.55              | 2,675.55    | 01/13/2020 |        |
| Total 5140340:               |                |                                 |              | 2,675.55              | 2,675.55    |            |        |
| <b>5140380</b>               |                |                                 |              |                       |             |            |        |
| AZ Department of Corrections | D08505320200   | Inmate Labor                    | 01/14/2020   | 25.34                 | .00         |            |        |
| Total 5140380:               |                |                                 |              | 25.34                 | .00         |            |        |
| <b>5140480</b>               |                |                                 |              |                       |             |            |        |
| Ace Hardware                 | 189311/1       | Storage Tank Security Replaceme | 01/14/2020   | 12.40                 | .00         |            |        |
| Ferguson Enterprises #1001   | 7633436        | Replace Meter Box at Skyline    | 01/07/2020   | 166.39                | 166.39      | 01/09/2020 |        |
| Lawley Motors                | 35042189       | PW2 Truck-RH Door Assembly      | 12/17/2019   | 47.84                 | 47.84       | 01/09/2020 |        |
| Total 5140480:               |                |                                 |              | 226.63                | 214.23      |            |        |
| <b>5140475</b>               |                |                                 |              |                       |             |            |        |
| Senergy Petroleum LLC        | 601678         | Diesel #2                       | 01/08/2020   | 253.58                | 253.58      | 01/09/2020 |        |
| Total 5140475:               |                |                                 |              | 253.58                | 253.58      |            |        |
| <b>5140510</b>               |                |                                 |              |                       |             |            |        |
| Turner Laboratories, Inc     | 20A0099        | Ground Water Test               | 01/13/2020   | 120.00                | .00         |            |        |
| Total 5140510:               |                |                                 |              | 120.00                | .00         |            |        |
| <b>5221350</b>               |                |                                 |              |                       |             |            |        |
| Cheryl Huneke                | 2103265/01092  | Sewer Deposit Refund            | 01/09/2020   | 8.32                  | 8.32        | 01/09/2020 |        |
| Total 5221350:               |                |                                 |              | 8.32                  | 8.32        |            |        |
| <b>5240110</b>               |                |                                 |              |                       |             |            |        |
| Cintas Corporation No. 445   | 4039868271     | Uniform and Rentals/Sewer       | 01/13/2020   | 26.19                 | 26.19       | 01/13/2020 |        |



| Vendor Name                  | Invoice Number | Description                         | Invoice Date | Net<br>Invoice Amount | Amount Paid | Date Paid  | Voided |
|------------------------------|----------------|-------------------------------------|--------------|-----------------------|-------------|------------|--------|
| Total 5240110:               |                |                                     |              | 28.19                 | 28.19       |            |        |
| <b>5240340</b>               |                |                                     |              |                       |             |            |        |
| S.S.V.E.C                    | 01072020       | Sewer Ponds                         | 01/07/2020   | 628.66                | 628.66      | 01/13/2020 |        |
| Total 5240340:               |                |                                     |              | 628.66                | 628.66      |            |        |
| <b>5240360</b>               |                |                                     |              |                       |             |            |        |
| AZ Department of Corrections | D08505320200   | Inmate Labor                        | 01/14/2020   | 25.33                 | .00         |            |        |
| Total 5240360:               |                |                                     |              | 25.33                 | .00         |            |        |
| <b>5240475</b>               |                |                                     |              |                       |             |            |        |
| Senergy Petroleum LLC        | 601678         | Diesel #2                           | 01/08/2020   | 253.58                | 253.58      | 01/09/2020 |        |
| Total 5240475:               |                |                                     |              | 253.58                | 253.58      |            |        |
| <b>5440360</b>               |                |                                     |              |                       |             |            |        |
| WM Corporate Services, Inc.  | 002877315718   | Trash Service                       | 01/03/2020   | 10,738.65             | 10,738.65   | 01/09/2020 |        |
| Total 5440360:               |                |                                     |              | 10,738.65             | 10,738.65   |            |        |
| <b>5540110</b>               |                |                                     |              |                       |             |            |        |
| Cintas Corporation No. 445   | 4038888271     | Uniform and Rentals/Landfill        | 01/13/2020   | 100.48                | 100.48      | 01/13/2020 |        |
| Total 5540110:               |                |                                     |              | 100.48                | 100.48      |            |        |
| <b>5540340</b>               |                |                                     |              |                       |             |            |        |
| AT&T                         | 9001/01042020  | Phone Service                       | 01/04/2020   | 99.88                 | 99.88       | 01/10/2020 |        |
| S.S.V.E.C                    | 01072020       | Landfill Scales                     | 01/07/2020   | 1,031.38              | 1,031.38    | 01/13/2020 |        |
| Total 5540340:               |                |                                     |              | 1,131.24              | 1,131.24    |            |        |
| <b>5540360</b>               |                |                                     |              |                       |             |            |        |
| AZ Department of Corrections | D08388820200   | Inmate Labor                        | 01/14/2020   | 44.00                 | .00         |            |        |
| Total 5540360:               |                |                                     |              | 44.00                 | .00         |            |        |
| <b>5540460</b>               |                |                                     |              |                       |             |            |        |
| Sparkletts                   | 117434480102   | Water                               | 01/02/2020   | 129.79                | 129.79      | 01/09/2020 |        |
| Total 5540460:               |                |                                     |              | 129.79                | 129.79      |            |        |
| <b>5540475</b>               |                |                                     |              |                       |             |            |        |
| Senergy Petroleum LLC        | 601678         | Red Dyed Diesel #2                  | 01/08/2020   | 907.00                | 907.00      | 01/09/2020 |        |
| Senergy Petroleum LLC        | 603807         | Red Dyed Diesel #2                  | 01/16/2020   | 1,276.65              | .00         |            |        |
| Total 5540475:               |                |                                     |              | 2,183.65              | 907.00      |            |        |
| <b>5540510</b>               |                |                                     |              |                       |             |            |        |
| Turner Laboratories, Inc     | 19L0386        | Semi-Annual Landfill Test           | 01/07/2020   | 2,316.00              | 2,316.00    | 01/10/2020 |        |
| Total 5540510:               |                |                                     |              | 2,316.00              | 2,316.00    |            |        |
| <b>5540610</b>               |                |                                     |              |                       |             |            |        |
| Ace Hardware                 | 189310/1       | 4' 3/8 Bolt, Wrench Set, Insulation | 01/14/2020   | 34.66                 | .00         |            |        |

| Vendor Name                    | Invoice Number | Description                | Invoice Date | Net<br>Invoice Amount | Amount Paid | Date Paid  | Voided |
|--------------------------------|----------------|----------------------------|--------------|-----------------------|-------------|------------|--------|
| Marie's Automotive Supply      | 16-318518      | Crimp For New Fitting      | 01/08/2020   | 13.23                 | 13.23       | 01/09/2020 |        |
| Senegy Petroleum LLC           | 601743         | Victory Blue Def           | 01/09/2020   | 171.83                | 171.83      | 01/10/2020 |        |
| Senegy Petroleum LLC           | 603395         | 15-40 Oil                  | 01/16/2020   | 1,095.78              | .00         |            |        |
| Total 6540610:                 |                |                            |              | 1,315.50              | 185.06      |            |        |
| 5540705                        |                |                            |              |                       |             |            |        |
| Caterpillar Financial Services | 20574678       | Payment For 816K Compactor | 01/07/2020   | 3,313.82              | .00         |            |        |
| Caterpillar Financial Services | 20574678       | Payment For D6T Tractor    | 01/07/2020   | 3,450.67              | .00         |            |        |
| Total 5540705:                 |                |                            |              | 6,764.69              | .00         |            |        |
| Grand Totals:                  |                |                            |              | 93,995.53             | 53,910.12   |            |        |

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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\_\_\_\_\_

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City Recorder: \_\_\_\_\_

City Treasurer: \_\_\_\_\_

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION [SVMPO]  
AND THE TOWN OF HUACHUCA CITY  
FOR CONTRIBUTION OF LOCAL MATCHING FUNDS TO SUPPORT THE  
SVMPO'S ANNUAL WORK PROGRAM**

This Memorandum of Understanding (this "MOU") is entered into by and between SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION ("SVMPO"), a state and federally recognized metropolitan planning organization, and the TOWN OF HUACHUCA CITY ("Town"), an Arizona municipal corporation. SVMPO and the Lead Agency are sometimes collectively referred to as the "Parties," either of which is sometimes individually referred to as a "Party."

**RECITALS**

- A. Metropolitan Planning Organizations (MPOs) are established by Title 23 United States Code section 134 (b) (23 U.S.C. § 134 (b)) in urban areas over 50,000 population.
- B. SVMPO is the designated MPO for southeastern Cochise County, Arizona.
- C. The Board of Directors of SVMPO is composed of elected officials from each member jurisdiction, plus one appointed official from the Arizona Department of Transportation (ADOT) State Transportation Board.
- D. On January 18, 2018, the Town became a member jurisdiction of SVMPO per the Town of Huachuca City Resolution 2017-13 and SVMPO Resolution 2018-002
- E. In accordance with state and federal regulations, the SVMPO Board of Directors is required to develop and adopt an annual work program and budget.
- F. In accordance with state and federal regulations, the SVMPO is responsible for contributing its share of the local match required for the SVMPO to receive various forms of state and federal funding to implement the approved annual work program.
- G. Pursuant to the SVMPO Bylaws, local match funding contributions from member jurisdictions will be apportioned annually by the Board of Directors based upon population (50%) and the number of federally classified functional lane miles (50%) within each member jurisdiction.
- H. Jurisdiction match requirements will be included for approval in the annual work program and budget, and may be amended from time to time.
- I. Matching funds may be contributed to the SVMPO by the member jurisdictions through cash payment, staff support and other "in-kind" contributions in the form of hosted office space, supplies and equipment for operation of the SVMPO as well as project and meeting support.
- J. Through this MOU, the Parties wish to establish and memorialize their understanding regarding the Town's share of the local match.

## **UNDERSTANDING**

NOW, THEREFORE, the Town of Huachuca City and SVMPO, pursuant to the above and in consideration of the matters and things set forth in this MOU, do mutually understand as follows:

- 1. Determination of Local Match Share.** Each fiscal year, the Board of Directors shall be responsible for determining the Town's share of the local match. The Town acknowledges that this amount may change after initial approval of the annual work program based upon state and federal review, changes in funding allocations after the state fiscal year reconciliation in July and the federal fiscal year adjustments in October as well as work program amendments.
- 2. Town Budget.** SVMPO understands that the Town must receive from SVMPO an estimate each year of Town's local match share in time for Town's Council to plan and budget for Town's contribution. SVMPO understands that Town's ability to contribute to SVMPO is dependent upon, and subject to, Council's budget process and authority.
- 3. Form of Contribution.** Town may contribute its local match share through any combination of cash payment, staff support and other "in-kind" contributions in the form of hosted office space, supplies and equipment for operation of the SVMPO as well as project and meeting support.
- 4. Documentation of Contribution:** The Town agrees to provide, upon SVMPO request, documentation of fully loaded labor rates used to determine in-kind staff contributions and formal documentation to satisfy state and federal audit requirements of other in-kind contributions or services.
- 5. Effective Date; Term.** This MOU shall become effective upon approval by the SVMPO Board of Directors and the Town's Council and shall continue in effect until terminated or amended, as provided below.
- 6. Amendment.**
  - 6.1.** This MOU may be modified, amended, altered or changed only by written agreement signed by both Parties.
- 7. Termination.** Either Party may terminate this MOU for convenience by providing 90 days advance written notice to the other Party.
- 8. No Joint Venture.** It is not intended by this MOU to, and nothing contained in this MOU shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Town and any SVMPO employees, or between SVMPO and any Town employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 9. No Third Party Beneficiaries.** Nothing in the provisions of this MOU is intended to create duties or obligations to or rights in third parties not parties to this MOU or to affect the legal liability of either Party by imposing any standard of care different from the standard of care imposed by law.

**10. Compliance with Laws.** The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this MOU.

**10.1. Anti-Discrimination.** Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out the duties pursuant to this MOU. The provisions of A.R.S. § 41-1463 and Executive Order 75-5 as amended by Executive Order 2009-09 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this MOU.

**10.2. Americans with Disabilities Act.** This MOU is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

**11. Notification.** All notices or demands upon any Party to this MOU shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

To SVMPO:

Ms. Karen Lamberton, Administrator  
Sierra Vista MPO  
401 Giulio Cesare Ave.  
Sierra Vista, Arizona 85635

To the Town:

Town Manager  
TOWN OF HUACHUCA CITY  
500 N. Gonzales Blvd.  
Huachuca City, Arizona 85616

IN WITNESS WHEREOF, the Town of Huachuca City has caused this MOU to be executed by the Mayor, attested to by the Town Clerk, and SVMPO has caused this MOU to be executed by its Chair of the Board of Directors.

**SIERRA VISTA MPO**

**TOWN OF HUACHUCA CITY**

\_\_\_\_\_  
Rick Mueller, Chair

\_\_\_\_\_  
Johann Wallace, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Janine Rustine, Town Clerk

The foregoing MOU between the Town of Huachuca City and SVMPO has been approved as to content and is hereby recommended by the undersigned.

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**Ms. Karen Lamberton, Administrator**

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**Eric Duthie, Interim Town Manager**



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616  
Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

## ORDINANCE NO. 2020-02

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AMENDING THE TOWN CODE, TITLE 8 "HEALTH AND SAFETY," TO REMOVE CHAPTER 8.20 "REMOVAL OF LITTER" AND CHAPTER 8.25 "REMOVAL OF DEBRIS AND DILAPIDATED STRUCTURES" BECAUSE THOSE CHAPTERS HAVE BEEN SUPERSEDED BY TITLE 16 OF THE TOWN CODE.**

**WHEREAS**, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the "Code"], and has amended and republished the Code from time to time, as authorized by A.R.S. section 9-240 (B) (28); and

**WHEREAS**, on October 24, 2019, the Council added Title 16 to the Code through adoption of Ordinance 2019-16; and

**WHEREAS**, Title 16 superseded Chapters 8.20 and 8.25 of the Code; and

**WHEREAS**, the Town Council wishes to amend the Code to remove the text of Chapters 8.20 and 8.25 from the Code; and

**WHEREAS**, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on January 9, 2020, and at a subsequent meeting on January 23, 2020.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Town of Huachuca City, Arizona, as follows:

**SECTION 1.** The Code, Title 8 "HEALTH AND SAFETY," Chapter 8.20 "Removal of Litter," is hereby repealed and that Chapter shall be reserved in the Code for future use.

**SECTION 2.** The Code, Title 8 "HEALTH AND SAFETY," Chapter 8.25 "Removal of Debris and Dilapidated Structures," is hereby repealed and that Chapter shall be reserved in the Code for future use.

**SECTION 3.** All ordinances, parts of ordinances, resolutions, parts of resolutions, policies, and parts of policies in conflict with the provisions of this Ordinance, or any part hereof, are hereby repealed.



**SECTION 4.** If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

**SECTION 5.** The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to publish this Ordinance as required by A.R.S. 9-812 and 39-204.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 23rd DAY OF JANUARY, 2020.**

\_\_\_\_\_  
Johann Wallace, Mayor

**ATTEST:**

\_\_\_\_\_  
Janine Rustine, Town Clerk

**Approved as to Form:**

\_\_\_\_\_  
Thomas Benavidez, Town Attorney



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616  
Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

## ORDINANCE NO. 2020-01

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AMENDING THE TOWN CODE, TITLE 2, CHAPTER 2.45 "PLANNING AND ZONING COMMISSION" SECTION 2.45.010 "ESTABLISHED" TO ALLOW FOR THE APPOINTMENT OF A HEARING OFFICER TO PERFORM THE DUTIES OF THE PLANNING AND ZONING COMMISSION.**

**WHEREAS**, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the "Code"], and has amended and republished the Code from time to time, as authorized by A.R.S. section 9-240 (B) (28); and

**WHEREAS**, pursuant to A.R.S. section 9-461.02, the Town Council has established a planning and zoning commission with five members; and

**WHEREAS**, the planning and zoning commission has had difficulty establishing a quorum for meetings to conduct business; and

**WHEREAS**, the Town Council wishes to amend the Code to allow the Council to appoint a hearing officer to serve as the Town's "planning agency," as contemplated by A.R.S. 9-461(4), *et seq.*, and perform the duties of the planning and zoning commission as provided in the Code and state statutes; and

**WHEREAS**, as required by the Code, section 2-25-040, this Ordinance was first read at a public meeting of the Town Council on January 9, 2020, and at a subsequent meeting on February 23, 2020.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Town of Huachuca City, Arizona, as follows:

**SECTION 1.** The Code, Chapter 2.45 "PLANNING AND ZONING COMMISSION," Section 2.45.010 "Established" is amended as follows, with additions in underlined text:

The planning and zoning commission of the town is hereby established. In the event that the members of the planning and zoning commission are not duly appointed or the commission is otherwise not fully constituted, as provided below, the Town Council may appoint a hearing officer to serve as the town's "planning agency," as contemplated by A.R.S. 9-461(4), et seq.

**SECTION 2.** All ordinances, parts of ordinances, resolutions, parts of resolutions, policies, and parts of policies in conflict with the provisions of this Ordinance, or any part hereof, are hereby repealed.

**SECTION 3.** If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

**SECTION 4.** The Town Clerk is hereby directed, pursuant to the Code, section 2-25-080, to publish this Ordinance as required by A.R.S. 9-812 and 39-204.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 23rd DAY OF JANUARY, 2020.**

---

Johann Wallace, Mayor

**ATTEST:**

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Janine Rustine, Town Clerk

Approved as to Form:

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Thomas Benavidez, Town Attorney

TOWN OF HUACHUCA CITY  
CASH ACCOUNTS

December-19

50% OF THE FISCAL YEAR HAS ELAPSED  
CASH ACCOUNTS

|                 | 01-11117 | 01-11119 | 01-11125 | 01-11510 | 01-11515 | 01-11520 | 22-11110 | 23-11210 | 51-11121 | 52-11121 | 55-11121 | 55-11123 |
|-----------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| General Fund    |          |          |          |          |          |          |          |          |          |          |          |          |
| General Fund    |          |          |          |          |          |          |          |          |          |          |          |          |
| General Fund    |          |          |          |          |          |          |          |          |          |          |          |          |
| General Fund    |          |          |          |          |          |          |          |          |          |          |          |          |
| General Fund    |          |          |          |          |          |          |          |          |          |          |          |          |
| Firemen Pension |          |          |          |          |          |          |          |          |          |          |          |          |
| Road User Fund  |          |          |          |          |          |          |          |          |          |          |          |          |
| Water Fund      |          |          |          |          |          |          |          |          |          |          |          |          |
| Sewer Fund      |          |          |          |          |          |          |          |          |          |          |          |          |
| Landfill Fund   |          |          |          |          |          |          |          |          |          |          |          |          |
| Landfill Fund   |          |          |          |          |          |          |          |          |          |          |          |          |

  

|   | 31-Dec-19       | 30-Nov-19       | 31-Oct-19       | 30-Sep-19       | 31-Aug-19       |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|
| WF - INVESTMENT #5456 - OPERATING ACCOUNT   | \$ 235,496.68   | \$ 233,315.55   | \$ 146,708.95   | \$ 258,929.53   | \$ 263,183.01   |
| POLICE CAR SAVINGS ACCT #0195               | \$ 41,026.74    | \$ 41,026.74    | \$ 35,563.00    | \$ 33,885.00    | \$ 28,695.00    |
| STATE INFRASTRUCTURE FUND CASH ACCT #7833   | \$ 192,805.20   | \$ 192,805.20   | \$ 197,802.20   | \$ 197,802.20   | \$ 197,802.20   |
| WF - INVESTMENT #7195 - BROKERAGE ACCOUNT   | \$ 69,559.75    | \$ 69,559.75    | \$ 69,559.75    | \$ 69,559.75    | \$ 69,559.75    |
| US BANK SAVINGS (Includes Un-Earned Income) | \$ 886,052.03   | \$ 882,518.06   | \$ 882,518.06   | \$ 881,923.51   | \$ 885,580.30   |
| WF - SAVINGS #5865 - BUSINESS MARKET ACCT   | \$ 27,635.18    | \$ 25,812.88    | \$ 25,812.88    | \$ 25,809.16    | \$ 25,137.46    |
| WF - FIREMENS PENSION #4941                 | \$ 13,424.01    | \$ 14,022.32    | \$ 14,022.32    | \$ 14,021.96    | \$ 14,021.61    |
| HURF SAVINGS ACCOUNT #0179                  | \$ 59,788.24    | \$ 85,590.32    | \$ 72,761.15    | \$ 47,856.12    | \$ 21,763.95    |
| WATER SAVINGS ACCOUNT #0153                 | \$ 78,828.79    | \$ 72,790.85    | \$ 63,252.13    | \$ 53,614.46    | \$ 21,829.16    |
| SEWER SAVINGS ACCOUNT #0161                 | \$ 48,749.85    | \$ 41,139.86    | \$ 40,404.35    | \$ 37,812.88    | \$ 21,704.82    |
| BOK - LANDFILL CLOSURE X29013               | \$ 2,426,185.00 | \$ 2,426,185.00 | \$ 2,426,185.00 | \$ 2,426,185.00 | \$ 2,426,185.00 |
| LANDFILL SAVINGS ACCOUNT #0187              | \$ 80,577.37    | \$ 106,169.90   | \$ 118,376.47   | \$ 141,876.47   | \$ 129,426.58   |

TOWN OF HUACHUCA CITY  
CASH ACCOUNTS

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019**

**GENERAL FUND**

|   | PERIOD ACTUAL    | YTD ACTUAL        | BUDGET            | UNEARNED          | PCNT        |
|---|------------------|-------------------|-------------------|-------------------|-------------|
| <b><u>TAXES</u></b>                     |                  |                   |                   |                   |             |
| 10-31-100 AUTO LIEU TAX                 | 8,874.03         | 45,807.97         | 88,655.00         | 44,047.03         | 50.9        |
| 10-31-200 REAL PROPERTY TAXES           | 19,851.92        | 81,586.08         | 94,900.00         | 33,313.92         | 64.9        |
| 10-31-240 FRANCHISE TAXES               | 928.84           | 5,303.54          | 17,250.00         | 11,946.46         | 30.8        |
| 10-31-250 CITY SALES TAXES              | 27,857.85        | 151,773.87        | 214,727.00        | 82,953.13         | 70.7        |
| 10-31-252 USE TAX PURCHASES             | .00              | .00               | 25,000.00         | 25,000.00         | .0          |
| 10-31-254 USE TAX INVENTORY             | .00              | .00               | 25,000.00         | 25,000.00         | .0          |
| 10-31-280 STATE SALES TAXES             | 12,350.99        | 84,814.21         | 172,379.00        | 87,764.79         | 49.1        |
| <b>TOTAL TAXES</b>                      | <b>67,061.63</b> | <b>348,885.67</b> | <b>638,911.00</b> | <b>290,025.33</b> | <b>54.6</b> |
| <b><u>LICENSES AND PERMITS</u></b>      |                  |                   |                   |                   |             |
| 10-32-100 BUILDING PERMITS              | 933.00           | 5,151.05          | 30,093.00         | 24,941.95         | 17.1        |
| 10-32-110 BUSINESS LICENSES             | 4,891.25         | 5,577.25          | 12,042.00         | 6,484.75          | 46.3        |
| 10-32-120 P&Z FEES                      | .00              | 210.00            | 1,305.00          | 1,095.00          | 16.1        |
| <b>TOTAL LICENSES AND PERMITS</b>       | <b>5,824.25</b>  | <b>10,938.30</b>  | <b>43,440.00</b>  | <b>32,501.70</b>  | <b>25.2</b> |
| <b><u>INTERGOVERNMENTAL REVENUE</u></b> |                  |                   |                   |                   |             |
| 10-33-100 STATE REVENUE SHARING         | 18,729.05        | 112,374.30        | 224,331.00        | 111,956.70        | 50.1        |
| <b>TOTAL INTERGOVERNMENTAL REVENUE</b>  | <b>18,729.05</b> | <b>112,374.30</b> | <b>224,331.00</b> | <b>111,956.70</b> | <b>50.1</b> |
| <b><u>CHARGES FOR SERVICE</u></b>       |                  |                   |                   |                   |             |
| 10-34-100 ZONING FEES                   | .00              | 823.76            | 250.00            | ( 573.76)         | 329.5       |
| 10-34-131 POLICE PROTECTION EQUIPMENT   | .38              | 16.98             | 100.00            | 83.04             | 17.0        |
| 10-34-132 POST TRAINING REIMBURSEMENTS  | .00              | .00               | 100.00            | 100.00            | .0          |
| 10-34-140 AUCTION PROCEEDS              | 3,808.32         | 50,224.79         | 50,000.00         | ( 224.79)         | 100.5       |
| 10-34-150 ANIMAL SHELTER REIMBURSEMENT  | .00              | .00               | 100.00            | 100.00            | .0          |
| 10-34-160 KENNEL FEES                   | .00              | 181.00            | 1,000.00          | 819.00            | 18.1        |
| 10-34-170 ADMIN GARBAGE FEES            | .00              | 4,878.86          | 19,350.00         | 14,671.34         | 24.2        |
| 10-34-530 CITY BUS FEES/DONATIONS       | .00              | .00               | 2,000.00          | 2,000.00          | .0          |
| <b>TOTAL CHARGES FOR SERVICE</b>        | <b>3,808.70</b>  | <b>55,925.17</b>  | <b>72,900.00</b>  | <b>16,974.83</b>  | <b>76.7</b> |
| <b><u>FINES</u></b>                     |                  |                   |                   |                   |             |
| 10-35-100 POLICE FINES                  | 8,859.83         | 48,537.28         | 103,000.00        | 53,482.72         | 48.1        |
| 10-35-110 IMPOUND FEES                  | 60.00            | 2,730.00          | 2,700.00          | ( 30.00)          | 101.1       |
| 10-35-112 TOWING FEES                   | 84.00            | 1,282.00          | 2,100.00          | 838.00            | 60.1        |
| 10-35-120 LIBRARY FEES & FINES          | 207.00           | 1,426.89          | 3,200.00          | 1,773.11          | 44.6        |
| <b>TOTAL FINES</b>                      | <b>7,210.83</b>  | <b>54,956.17</b>  | <b>111,000.00</b> | <b>56,043.83</b>  | <b>49.5</b> |

TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019

GENERAL FUND

|  | PERIOD ACTUAL     | YTD ACTUAL          | BUDGET              | UNEARNED            | PCNT        |
|--|-------------------|---------------------|---------------------|---------------------|-------------|
| <b>MISCELLANEOUS REVENUE</b>             |                   |                     |                     |                     |             |
| 10-36-100 INTEREST                       | 2,880.77          | 15,428.05           | 40,833.00           | 25,204.95           | 38.0        |
| 10-36-200 UNREALIZED GAIN                | 1,863.05          | 9,209.03            | 2,000.00            | ( 7,209.03)         | 480.5       |
| 10-36-455 DONATIONS                      | 1,100.00          | 2,358.00            | 100.00              | ( 2,258.00)         | 2358.0      |
| 10-36-500 PARKS & REC REVENUE & FEES     | .00               | 33.00               | 2,400.00            | 2,367.00            | 1.4         |
| 10-36-515 YOUTH SPONSERSHIP REVENUE      | .00               | .00                 | 3,800.00            | 3,800.00            | .0          |
| 10-36-800 MISCELLANEOUS                  | 3,893.99          | 6,193.01            | .00                 | ( 6,193.01)         | .0          |
| 10-36-802 WORKERS' COMP REIMBURSEMENTS   | .00               | 1,709.08            | 100.00              | ( 1,609.08)         | 1709.1      |
| 10-36-903 DIESEL SALES (FIRE, SCHOOL)    | 2,100.78          | 6,112.31            | 22,000.00           | 15,887.69           | 27.8        |
| 10-36-904 WILDLAND REVENUE               | .00               | .00                 | 2,500.00            | 2,500.00            | .0          |
| 10-36-907 INSURANCE CLAIMS               | .00               | .00                 | 100.00              | 100.00              | .0          |
| 10-36-908 EMPLOYEE INSURANCE CONTRIBUTIO | 1,380.02          | 6,775.10            | 25,000.00           | 18,224.90           | 27.1        |
| 10-36-910 LANDFILL LAND LEASE            | 58,579.58         | 351,477.48          | 702,955.00          | 351,477.52          | 50.0        |
| 10-36-950 RICO REVENUE(ASSET FORFEITURE) | .00               | .00                 | 8,400.00            | 8,400.00            | .0          |
| 10-36-966 BUILDING LEASE RENT            | .00               | .00                 | 15,000.00           | 15,000.00           | .0          |
| 10-36-971 TOWER LEASE                    | .00               | .00                 | 82,984.00           | 82,984.00           | .0          |
| 10-36-980 INSURANCE DIVIDEND             | .00               | .00                 | 29,000.00           | 29,000.00           | .0          |
| 10-36-990 MUFFIN MONSTER REPAYMENT       | .00               | 3,500.00            | 3,500.00            | .00                 | 100.0       |
| 10-36-999 DAILY CASH REC OVER/SHORT ACCT | .00               | 40.00               | 10.00               | ( 30.00)            | 400.0       |
| <b>TOTAL MISCELLANEOUS REVENUE</b>       | <b>71,608.19</b>  | <b>402,835.06</b>   | <b>920,282.00</b>   | <b>517,428.94</b>   | <b>43.8</b> |
| <b>TOWN GRANTS</b>                       |                   |                     |                     |                     |             |
| 10-37-166 DONATIONS - ANIMAL SHELTER     | .00               | 500.00              | 5,000.00            | 4,500.00            | 10.0        |
| 10-37-168 ANIMAL SHELTER GRANTS          | .00               | .00                 | 150,000.00          | 150,000.00          | .0          |
| 10-37-456 DONATIONS - LIBRARY            | .00               | 1,600.00            | 3,000.00            | 1,400.00            | 53.3        |
| 10-37-457 LIBRARY GRANT                  | .00               | 32,150.00           | 100,000.00          | 67,850.00           | 32.2        |
| 10-37-458 SENIOR CENTER GRANT            | .00               | 39.75               | 25,000.00           | 24,960.25           | .2          |
| 10-37-467 POLICE DONATIONS               | .00               | .00                 | 5,000.00            | 5,000.00            | .0          |
| 10-37-480 SUMMER SPLASH GRANT            | .00               | 6,283.85            | 5,000.00            | ( 1,283.85)         | 125.3       |
| 10-37-808 GRANTS - POLICE AZDOHS         | .00               | .00                 | 120,428.00          | 120,428.00          | .0          |
| 10-37-808 GRANTS - IT                    | .00               | .00                 | 15,000.00           | 15,000.00           | .0          |
| 10-37-809 BUILDING REGULATION GRANT      | .00               | .00                 | 10,000.00           | 10,000.00           | .0          |
| 10-37-811 GRANTS - POLICE AZGOHS         | .00               | .00                 | 120,428.00          | 120,428.00          | .0          |
| 10-37-813 USDA EQUIPMENT GRANT           | .00               | .00                 | 80,000.00           | 80,000.00           | .0          |
| 10-37-816 CITY BUS GRANT                 | .00               | .00                 | 75,000.00           | 75,000.00           | .0          |
| 10-37-820 GENERAL ADMIN GRANT            | .00               | 27,000.00           | 225,000.00          | 198,000.00          | 12.0        |
| 10-37-921 POLICE GRANT                   | .00               | .00                 | 25,000.00           | 25,000.00           | .0          |
| 10-37-925 MISC GRANTS                    | .00               | .00                 | 25,000.00           | 25,000.00           | .0          |
| 10-37-983 E-RATE                         | .00               | 2,383.14            | 150,000.00          | 147,608.86          | 1.6         |
| 10-37-985 SCBA GRANT                     | .00               | .00                 | 200,000.00          | 200,000.00          | .0          |
| 10-37-986 SEWER POND PROJECT             | .00               | .00                 | 2,000,000.00        | 2,000,000.00        | .0          |
| <b>TOTAL TOWN GRANTS</b>                 | <b>.00</b>        | <b>69,946.54</b>    | <b>3,318,852.00</b> | <b>3,248,905.46</b> | <b>2.1</b>  |
| <b>TOTAL FUND REVENUE</b>                | <b>174,842.76</b> | <b>1,085,861.21</b> | <b>5,329,698.00</b> | <b>4,273,834.79</b> | <b>18.8</b> |

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019**

**GENERAL FUND**

|                                      | PERIOD ACTUAL    | YTD ACTUAL        | BUDGET            | UNEXPENDED        | PCNT        |
|--------------------------------------|------------------|-------------------|-------------------|-------------------|-------------|
| <b>COUNCIL</b>                       |                  |                   |                   |                   |             |
| 10-42-100 PERSONNEL SERVICES         | 750.00           | 4,650.00          | 10,800.00         | 6,150.00          | 43.1        |
| 10-42-130 EMPLOYEE BENEFITS          | 61.74            | 382.80            | 930.00            | 547.20            | 41.2        |
| 10-42-220 ATTORNEY FEES              | .00              | 17,742.50         | 40,000.00         | 22,257.50         | 44.4        |
| 10-42-250 ADVERTISING                | .00              | 76.32             | 1,500.00          | 1,423.68          | 5.1         |
| 10-42-290 OFFICE SUPPLIES            | .00              | 38.87             | 200.00            | 161.13            | 19.4        |
| 10-42-530 COMMUNITY RELATIONS        | 2,708.04         | 3,301.47          | 100.00            | ( 3,201.47)       | 3301.5      |
| 10-42-640 MEMBERSHIP LEAGUE          | .00              | .00               | 5,720.00          | 5,720.00          | .0          |
| 10-42-660 TRAVEL AND TRAINING        | 389.04           | 1,527.76          | 1,300.00          | ( 227.76)         | 117.5       |
| 10-42-670 BLDG LEASE PAYMENT         | .00              | 4,955.00          | 18,000.00         | 13,045.00         | 27.5        |
| <b>TOTAL COUNCIL</b>                 | <b>3,886.82</b>  | <b>32,674.72</b>  | <b>78,550.00</b>  | <b>45,875.28</b>  | <b>41.6</b> |
| <b>GENERAL ADMINISTRATION</b>        |                  |                   |                   |                   |             |
| 10-43-100 PERSONNEL SERVICES         | 17,443.27        | 78,209.39         | 156,370.00        | 80,160.61         | 46.7        |
| 10-43-102 NEW HIRE                   | .00              | .00               | 150.00            | 150.00            | .0          |
| 10-43-105 OVERTIME                   | 75.75            | 121.20            | .00               | ( 121.20)         | .0          |
| 10-43-130 EMPLOYEE BENEFITS          | 4,854.82         | 23,195.58         | 57,083.00         | 33,887.42         | 40.7        |
| 10-43-250 ADVERTISING                | 290.80           | 1,371.62          | 4,000.00          | 2,628.38          | 34.3        |
| 10-43-271 TELEPHONE                  | 702.48           | 4,000.22          | 8,600.00          | 4,599.78          | 46.5        |
| 10-43-280 INSURANCE                  | 10,727.28        | 26,382.85         | 48,891.00         | 22,508.35         | 54.0        |
| 10-43-290 OFFICE SUPPLIES            | .00              | 1,397.24          | 6,000.00          | 4,602.76          | 23.3        |
| 10-43-300 PRINTING                   | .00              | 542.23            | 250.00            | ( 292.23)         | 216.9       |
| 10-43-340 UTILITIES                  | 384.96           | 2,893.12          | 7,958.00          | 4,962.88          | 37.8        |
| 10-43-360 CONTRACT LABOR             | 58.67            | 308.16            | 1,700.00          | 1,393.84          | 18.0        |
| 10-43-440 POSTAGE                    | .00              | 754.75            | 3,500.00          | 2,735.25          | 21.9        |
| 10-43-470 VEHICLE EXPENSE            | .00              | 48.05             | 600.00            | 551.95            | 8.0         |
| 10-43-475 FUEL EXPENSE               | 26.11            | 95.88             | 600.00            | 504.12            | 16.0        |
| 10-43-480 COMPUTER EXPENSE           | 1,091.90         | 5,011.70          | 3,158.00          | ( 1,855.70)       | 158.8       |
| 10-43-500 BUILDING MAINTENANCE       | 2,584.94         | 3,900.52          | 3,210.00          | ( 690.52)         | 121.5       |
| 10-43-610 EQUIPMENT MAINTENANCE      | .00              | 23.57             | 500.00            | 476.43            | 4.7         |
| 10-43-640 MEMBERSHIP                 | .00              | 1,275.00          | 1,500.00          | 225.00            | 85.0        |
| 10-43-650 AUDIT                      | 1,825.00         | 28,457.86         | 35,750.00         | 7,292.14          | 79.6        |
| 10-43-660 TRAVEL AND TRAINING        | 941.64           | 2,086.02          | 4,000.00          | 1,913.98          | 52.2        |
| 10-43-690 ELECTION SUPPLIES          | .00              | .00               | 100.00            | 100.00            | .0          |
| 10-43-703 CODIFYING/DIGITIZING       | .00              | 413.10            | 2,100.00          | 1,686.90          | 19.7        |
| 10-43-705 CAPITAL LEASE EXPENSE      | 2,035.90         | 5,732.09          | 7,000.00          | 1,267.91          | 81.9        |
| 10-43-840 CAPITAL OUTLAY - EQUIPMENT | .00              | 848.36            | 100.00            | ( 748.36)         | 848.4       |
| 10-43-850 HURF REPAYMENT             | .00              | .00               | 17,550.00         | 17,550.00         | .0          |
| <b>TOTAL GENERAL ADMINISTRATION</b>  | <b>42,843.32</b> | <b>185,176.31</b> | <b>370,648.00</b> | <b>185,469.89</b> | <b>50.0</b> |



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019**

**GENERAL FUND**

|                                     | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u>    | <u>UNEXPENDED</u> | <u>PCNT</u> |
|-------------------------------------|----------------------|-------------------|------------------|-------------------|-------------|
| <b>MAGISTRATE</b>                   |                      |                   |                  |                   |             |
| 10-45-100 PERSONNEL SERVICES        | 1,818.00             | 11,382.50         | 12,857.00        | 1,484.50          | 88.4        |
| 10-45-105 OVERTIME                  | 75.75                | 121.20            | 500.00           | 378.80            | 24.2        |
| 10-45-120 PROSECUTION FEES          | .00                  | 2,018.50          | 8,600.00         | 4,581.50          | 30.8        |
| 10-45-130 EMPLOYEE BENEFITS         | 800.07               | 4,079.78          | 4,601.00         | 521.24            | 88.7        |
| 10-45-221 COURT APPT ATTORNEYS      | 300.00               | 300.00            | 9,200.00         | 8,900.00          | 3.3         |
| 10-45-250 CONTRACT LABOR-PRO TEM    | 270.00               | 1,025.00          | 1,000.00         | ( 25.00)          | 102.5       |
| 10-45-280 OFFICE SUPPLIES           | 81.75                | 70.75             | 450.00           | 379.25            | 15.7        |
| 10-45-380 CONTRACT LABOR-JUDGE      | 800.00               | 3,600.00          | 10,000.00        | 6,400.00          | 38.0        |
| 10-45-381 CONTRACT LABOR - SECURITY | 180.00               | 988.00            | 1,700.00         | 734.00            | 88.8        |
| 10-45-480 COMPUTER EXPENSE          | .00                  | 1,125.00          | 2,500.00         | 1,375.00          | 45.0        |
| 10-45-880 TRAVEL/TRAINING           | .00                  | 1,239.89          | 500.00           | ( 738.89)         | 247.9       |
| 10-45-810 JAIL FEES                 | .00                  | 2,882.54          | 4,500.00         | 1,637.46          | 83.8        |
| <b>TOTAL MAGISTRATE</b>             | <b>3,673.57</b>      | <b>28,770.94</b>  | <b>54,408.00</b> | <b>25,637.06</b>  | <b>52.9</b> |
| <b>IT</b>                           |                      |                   |                  |                   |             |
| 10-48-101 CONTRACT LABOR            | 3,935.00             | 11,805.00         | 23,725.00        | 11,920.00         | 49.8        |
| 10-48-210 SUBSCRIPTIONS             | .00                  | 11,432.90         | 13,040.00        | 1,607.10          | 87.7        |
| 10-48-275 CELL PHONE                | 1,871.08             | 10,138.87         | 19,880.00        | 9,543.13          | 51.5        |
| 10-48-804 SOFTWARE LICENSING        | .00                  | .00               | 100.00           | 100.00            | .0          |
| 10-48-840 CAPITAL OUTLAY            | .00                  | .00               | 7,750.00         | 7,750.00          | .0          |
| <b>TOTAL IT</b>                     | <b>5,806.08</b>      | <b>33,374.77</b>  | <b>64,295.00</b> | <b>30,920.23</b>  | <b>51.9</b> |

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019

GENERAL FUND

|  | PERIOD ACTUAL    | YTD ACTUAL        | BUDGET            | UNEXPENDED        | PCNT        |
|--|------------------|-------------------|-------------------|-------------------|-------------|
| <b>POLICE</b>                          |                  |                   |                   |                   |             |
| 10-51-100 PERSONNEL SERVICES           | 28,475.52        | 182,990.08        | 310,822.00        | 147,831.92        | 52.4        |
| 10-51-102 NEW HIRE                     | .00              | 638.50            | .00               | ( 638.50)         | .0          |
| 10-51-105 OVERTIME                     | 660.17           | 2,539.54          | 4,000.00          | 1,460.46          | 63.5        |
| 10-51-107 STAND BY                     | .00              | 342.50            | .00               | ( 342.50)         | .0          |
| 10-51-110 UNIFORM EXPENSE              | 353.96           | 1,803.96          | 3,000.00          | 1,196.04          | 60.1        |
| 10-51-130 EMPLOYEE BENEFITS            | 7,008.85         | 43,820.75         | 203,320.00        | 159,499.25        | 21.6        |
| 10-51-135 PUBLIC SAFETY RETIREMENT     | 5,375.62         | 28,418.46         | .00               | ( 28,418.46)      | .0          |
| 10-51-221 PSRS BOARD ATTORNEY          | .00              | .00               | 100.00            | 100.00            | .0          |
| 10-51-222 SEACOM/CCSO CONTRACT         | .00              | 40,975.00         | 81,950.00         | 40,975.00         | 50.0        |
| 10-51-230 PROFESSIONAL SERVICES        | 775.10           | 2,144.00          | 3,500.00          | 1,356.00          | 61.3        |
| 10-51-240 PROSECUTION FEES             | .00              | 2,018.50          | 6,800.00          | 4,781.50          | 30.6        |
| 10-51-271 TELEPHONE                    | 441.03           | 2,207.31          | 4,900.00          | 2,692.69          | 45.1        |
| 10-51-290 OFFICE SUPPLIES              | 58.96            | 428.65            | 300.00            | ( 128.65)         | 142.9       |
| 10-51-298 PRINTING EXPENSE             | .00              | 33.77             | 200.00            | 166.23            | 16.9        |
| 10-51-340 UTILITIES                    | 326.60           | 2,833.56          | 7,956.00          | 5,322.44          | 33.1        |
| 10-51-360 CONTRACT LABOR               | 58.66            | 306.17            | .00               | ( 306.17)         | .0          |
| 10-51-365 SHREDDING SERVICES           | .00              | 184.45            | .00               | ( 184.45)         | .0          |
| 10-51-460 MAINTENANCE AND SUPPLIES     | .00              | 9,287.24          | 3,500.00          | ( 5,787.24)       | 266.4       |
| 10-51-466 WEAPONS AND AMMUNITION       | .00              | .00               | 500.00            | 500.00            | .0          |
| 10-51-470 VEHICLE EXPENSE              | 5,272.59         | 10,048.56         | 6,000.00          | ( 4,048.56)       | 167.5       |
| 10-51-475 POLICE FUEL EXPENSE          | 2,043.59         | 6,187.77          | 12,000.00         | 5,812.23          | 51.6        |
| 10-51-480 COMPUTER EXPENSE             | 20.48            | 20.48             | 1,800.00          | 1,579.52          | 1.3         |
| 10-51-506 POLICE VEHICLE IMPOUND FEE   | 286.00           | 2,062.57          | 2,000.00          | ( 62.57)          | 103.1       |
| 10-51-510 IMPOUND ADMIN                | ( 150.00)        | ( 1,650.00)       | .00               | 1,650.00          | .0          |
| 10-51-620 EQUIP REPAIR AND MAINTENANCE | .00              | 583.28            | 4,800.00          | 4,316.74          | 11.9        |
| 10-51-640 MEMBERSHIP                   | .00              | .00               | 200.00            | 200.00            | .0          |
| 10-51-860 TRAVEL AND TRAINING          | 165.29           | 5,743.59          | 8,850.00          | 3,106.41          | 64.9        |
| 10-51-865 COMMUNITY RELATIONS          | .00              | .00               | 100.00            | 100.00            | .0          |
| 10-51-706 CAPITAL LEASE                | 284.84           | 1,402.88          | 2,800.00          | 1,397.12          | 50.1        |
| 10-51-840 POLICE CAPITAL OUTLAY        | .00              | .00               | 2,900.00          | 2,900.00          | .0          |
| 10-51-841 VEHICLE LEASE                | .00              | .00               | 8,000.00          | 8,000.00          | .0          |
| 10-51-850 NEW EQUIPMENT                | .00              | 82.12             | .00               | ( 82.12)          | .0          |
| 10-51-856 BODY WORN CAMERA PROGRAM     | .00              | .00               | 4,100.00          | 4,100.00          | .0          |
| 10-51-857 ASSET FORFEITURE EXPENSES    | .00              | .00               | 500.00            | 500.00            | .0          |
| <b>TOTAL POLICE</b>                    | <b>51,437.08</b> | <b>325,253.67</b> | <b>684,598.00</b> | <b>359,344.33</b> | <b>47.5</b> |

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019**

**GENERAL FUND**

|   | PERIOD ACTUAL   | YTD ACTUAL        | BUDGET            | UNEXPENDED        | PCNT        |
|---|-----------------|-------------------|-------------------|-------------------|-------------|
| <b>ANIMAL SHELTER</b>                   |                 |                   |                   |                   |             |
| 10-52-100 PERSONNEL SERVICES            | 1,776.50        | 11,112.75         | 12,480.00         | 1,367.25          | 69.0        |
| 10-52-110 ANIMAL SHELTER UNIFORMS       | .00             | 48.69             | 300.00            | 251.31            | 16.2        |
| 10-52-130 EMPLOYEE BENEFITS             | 247.67          | 1,556.68          | 1,900.00          | 343.32            | 81.9        |
| 10-52-290 OFFICE SUPPLIES               | .00             | 26.30             | .00               | ( 26.30)          | .0          |
| 10-52-310 INSURANCE                     | 77.51           | 189.40            | 400.00            | 210.60            | 47.4        |
| 10-52-340 UTILITIES                     | .00             | 115.74            | .00               | ( 115.74)         | .0          |
| 10-52-460 MAINTENANCE AND SUPPLIES      | .00             | 101.79            | .00               | ( 101.79)         | .0          |
| 10-52-463 MEDICE/VACCINE                | 200.00          | 371.98            | 12,500.00         | 12,128.02         | 3.0         |
| 10-52-464 ANIMAL LICENSE FEES           | .00             | .00               | 50.00             | 50.00             | .0          |
| 10-52-465 HEALTH AND SAFETY             | .00             | .00               | 100.00            | 100.00            | .0          |
| 10-52-467 SV CONTRACT PAYMENT           | .00             | 1,785.00          | 2,450.00          | 665.00            | 72.9        |
| 10-52-470 VEHICLE MAINT                 | 103.69          | 408.50            | 500.00            | 91.50             | 81.7        |
| 10-52-475 FUEL EXPENSE                  | 78.52           | 320.75            | .00               | ( 320.75)         | .0          |
| 10-52-660 TRAVEL & TRAINING             | .00             | 1,100.00          | 500.00            | ( 600.00)         | 220.0       |
| <b>TOTAL ANIMAL SHELTER</b>             | <b>2,482.19</b> | <b>17,137.58</b>  | <b>31,190.00</b>  | <b>14,042.42</b>  | <b>55.0</b> |
| <b>FIRE</b>                             |                 |                   |                   |                   |             |
| 10-53-340 UTILITIES                     | 557.55          | 4,763.58          | 15,644.00         | 10,880.42         | 30.5        |
| 10-53-360 CONTRACTED PERSONNEL SERVICES | .00             | 205,000.00        | 410,000.00        | 205,000.00        | 50.0        |
| 10-53-366 INSURANCE                     | 697.59          | 1,704.60          | 3,200.00          | 1,495.40          | 53.3        |
| 10-53-460 EQUIPMENT/TRUCK MAINTENANCE   | .00             | 225.37            | .00               | ( 225.37)         | .0          |
| 10-53-470 VEHICLE EXPENSE               | .00             | 855.49            | .00               | ( 855.49)         | .0          |
| <b>TOTAL FIRE</b>                       | <b>1,255.14</b> | <b>212,549.04</b> | <b>428,844.00</b> | <b>216,294.96</b> | <b>49.8</b> |
| <b>BUILDING REGULATION</b>              |                 |                   |                   |                   |             |
| 10-54-360 CONTRACT LABOR                | 4,200.00        | 25,950.00         | 57,000.00         | 31,050.00         | 45.5        |
| 10-54-760 BLDG REGULATION SUPPLIES      | .00             | 207.85            | 600.00            | 392.15            | 34.8        |
| 10-54-801 ABATEMENT                     | .00             | .00               | 2,000.00          | 2,000.00          | .0          |
| <b>TOTAL BUILDING REGULATION</b>        | <b>4,200.00</b> | <b>26,157.85</b>  | <b>59,600.00</b>  | <b>33,442.15</b>  | <b>43.9</b> |

**TOWN OF HUACHUCA CITY**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 6 MONTHS ENDING DECEMBER 31, 2019**

**GENERAL FUND**

|  | PERIOD ACTUAL   | YTD ACTUAL       | BUDGET           | UNEXPENDED       | PCNT        |
|--|-----------------|------------------|------------------|------------------|-------------|
| <b><u>PUBLIC WORKS</u></b>             |                 |                  |                  |                  |             |
| 10-57-100 PERSONNEL SERVICES           | 1,104.89        | 6,933.30         | 14,441.00        | 7,807.70         | 48.0        |
| 10-57-106 OVERTIME                     | 82.32           | 483.14           | 250.00           | ( 233.14)        | 193.3       |
| 10-57-107 STAND BY                     | .00             | 134.00           | .00              | ( 134.00)        | .0          |
| 10-57-110 UNIFORM EXPENSE              | 180.58          | 654.50           | 5,000.00         | 4,345.50         | 13.1        |
| 10-57-130 EMPLOYEE BENEFITS            | 371.78          | 2,423.78         | 9,762.00         | 7,338.22         | 24.8        |
| 10-57-280 INSURANCE                    | 341.04          | 833.38           | 1,555.00         | 721.64           | 53.6        |
| 10-57-340 UTILITIES                    | 2,487.47        | 15,225.25        | 25,000.00        | 9,774.75         | 80.9        |
| 10-57-380 CONTRACT LABOR               | 212.04          | 1,202.00         | 1,000.00         | ( 202.00)        | 120.2       |
| 10-57-480 MAINTENANCE AND SUPPLIES     | 271.38          | 1,674.25         | 1,715.00         | 40.75            | 97.6        |
| 10-57-475 FUEL EXPENSE                 | 154.08          | 827.72           | 1,000.00         | 172.28           | 82.8        |
| 10-57-810 EQUIPMENT MAINTENANCE        | 3,779.96        | 10,353.74        | 4,000.00         | ( 6,353.74)      | 258.8       |
| <b>TOTAL PUBLIC WORKS</b>              | <b>8,985.30</b> | <b>40,745.04</b> | <b>83,723.00</b> | <b>22,977.95</b> | <b>63.9</b> |
| <b><u>CITY POOL</u></b>                |                 |                  |                  |                  |             |
| 10-58-100 PERSONNEL SERVICES           | .00             | 5,515.25         | 11,385.00        | 5,869.75         | 48.5        |
| 10-58-130 EMPLOYEE BENEFITS            | .00             | 834.88           | 1,300.00         | 465.12           | 84.2        |
| 10-58-270 PHONE                        | .00             | .00              | 100.00           | 100.00           | .0          |
| 10-58-340 UTILITIES                    | 472.48          | 3,041.04         | 6,100.00         | 3,058.96         | 49.9        |
| 10-58-480 MAINTENANCE AND SUPPLIES     | .00             | 1,285.03         | 2,800.00         | 1,514.97         | 49.4        |
| 10-58-880 CERTIFYING                   | .00             | .00              | 300.00           | 300.00           | .0          |
| <b>TOTAL CITY POOL</b>                 | <b>472.48</b>   | <b>10,677.20</b> | <b>21,785.00</b> | <b>11,107.80</b> | <b>49.0</b> |
| <b><u>SUMMER SPLASH</u></b>            |                 |                  |                  |                  |             |
| 10-59-100 PERSONNEL SERVICES           | .00             | 2,105.50         | 4,500.00         | 2,394.50         | 48.8        |
| 10-59-102 NEW HIRE                     | .00             | 60.00            | .00              | ( 60.00)         | .0          |
| 10-59-130 EMPLOYEE BENEFITS            | .00             | 215.89           | 250.00           | 34.31            | 88.3        |
| 10-59-480 SUPPLIES                     | .00             | .00              | 250.00           | 250.00           | .0          |
| <b>TOTAL SUMMER SPLASH</b>             | <b>.00</b>      | <b>2,381.19</b>  | <b>5,000.00</b>  | <b>2,818.81</b>  | <b>47.6</b> |
| <b><u>PARKS &amp; RECREATION</u></b>   |                 |                  |                  |                  |             |
| 10-60-480 MAINTENANCE AND SUPPLIES     | 471.82          | 2,788.89         | 2,000.00         | ( 788.89)        | 139.4       |
| 10-60-530 COMMUNITY RELATIONS/JULY 4TH | .00             | .00              | 8,000.00         | 8,000.00         | .0          |
| 10-60-704 SPECIAL ACTIVITIES           | .00             | 484.81           | 800.00           | 315.19           | 80.6        |
| <b>TOTAL PARKS &amp; RECREATION</b>    | <b>471.82</b>   | <b>3,273.70</b>  | <b>10,800.00</b> | <b>7,525.30</b>  | <b>30.3</b> |

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019

GENERAL FUND

|   | PERIOD ACTUAL   | YTD ACTUAL       | BUDGET            | UNEXPENDED       | PCNT        |
|---|-----------------|------------------|-------------------|------------------|-------------|
| <b>LIBRARY AND COMMUNITY SERVICES</b>       |                 |                  |                   |                  |             |
| 10-62-100 PERSONNEL SERVICES                | 6,199.90        | 40,930.00        | 89,162.00         | 48,222.00        | 45.9        |
| 10-62-102 NEW HIRE                          | .00             | 30.00            | .00               | 30.00            | .0          |
| 10-62-130 EMPLOYEE BENEFITS                 | 678.60          | 4,496.55         | 9,788.00          | 5,291.45         | 46.9        |
| 10-62-271 TELEPHONE                         | 164.75          | 1,011.57         | 2,100.00          | 1,088.43         | 48.2        |
| 10-62-280 INSURANCE                         | 77.51           | 189.40           | 400.00            | 210.60           | 47.4        |
| 10-62-290 OFFICE SUPPLIES                   | .00             | 330.98           | 1,500.00          | 1,169.02         | 22.1        |
| 10-62-340 UTILITIES                         | 555.82          | 4,645.72         | 10,600.00         | 5,954.28         | 43.8        |
| 10-62-366 INMATE/JANITORIAL                 | 113.35          | 628.33           | 1,300.00          | 671.67           | 48.3        |
| 10-62-460 MAINTENANCE AND SUPPLIES          | .00             | 534.64           | 750.00            | 215.36           | 71.3        |
| 10-62-476 FUEL                              | .00             | .00              | 80.00             | 80.00            | .0          |
| 10-62-480 COMPUTER EXPENSE                  | .00             | .00              | 2,665.00          | 2,665.00         | .0          |
| 10-62-481 INTERNET                          | .00             | 437.87           | 4,000.00          | 3,562.13         | 11.0        |
| 10-62-620 VEHICLE REPAIR & MAINT            | .00             | .00              | 400.00            | 400.00           | .0          |
| 10-62-640 MEMBERSHIP                        | .00             | .00              | 100.00            | 100.00           | .0          |
| 10-62-660 TRAVEL AND TRAINING               | .00             | 444.72           | 730.00            | 285.28           | 60.9        |
| 10-62-703 COMMUNITY RELATIONS               | .00             | 297.00           | 100.00            | 197.00           | 297.0       |
| 10-62-705 CAPITAL OUTLAY                    | 700.31          | 2,601.55         | 3,700.00          | 1,098.45         | 70.3        |
| <b>TOTAL LIBRARY AND COMMUNITY SERVICES</b> | <b>8,490.24</b> | <b>56,576.33</b> | <b>127,365.00</b> | <b>70,786.67</b> | <b>44.4</b> |
| <b>CITY BUS</b>                             |                 |                  |                   |                  |             |
| 10-65-280 INSURANCE                         | 139.52          | 340.92           | 700.00            | 359.08           | 48.7        |
| 10-65-482 BUS STOP CONSTRUCTION             | .00             | .00              | 2,000.00          | 2,000.00         | .0          |
| <b>TOTAL CITY BUS</b>                       | <b>139.52</b>   | <b>340.92</b>    | <b>2,700.00</b>   | <b>2,359.08</b>  | <b>12.6</b> |
| <b>SENIOR CENTER</b>                        |                 |                  |                   |                  |             |
| 10-68-290 SUPPLIES                          | .00             | 1,805.01         | 2,000.00          | 394.99           | 80.3        |
| 10-68-340 UTILITIES                         | 227.56          | 2,046.43         | 4,800.00          | 2,753.57         | 42.6        |
| 10-68-462 PEST CONTROL                      | 45.00           | 135.00           | 550.00            | 415.00           | 24.6        |
| <b>TOTAL SENIOR CENTER</b>                  | <b>272.56</b>   | <b>3,786.44</b>  | <b>7,350.00</b>   | <b>3,563.56</b>  | <b>51.5</b> |

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2018**

**GENERAL FUND**

|                                      | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u>   | <u>BUDGET</u>       | <u>UNEXPENDED</u>   | <u>PCNT</u> |
|--------------------------------------|----------------------|---------------------|---------------------|---------------------|-------------|
| <u>TOWN GRANTS</u>                   |                      |                     |                     |                     |             |
| 10-89-800 SHELTER DONATIONS EXP      | .00                  | .00                 | 5,000.00            | 5,000.00            | .0          |
| 10-89-801 ANIMAL SHELTER GRANT EXP   | .00                  | .00                 | 150,000.00          | 150,000.00          | .0          |
| 10-89-802 LIBRARY DONATIONS EXP      | .00                  | 12,304.37           | 3,000.00            | ( 9,304.37)         | 410.2       |
| 10-89-803 IT GRANT EXP               | .00                  | .00                 | 15,000.00           | 15,000.00           | .0          |
| 10-89-804 MISC EXP                   | 50.00                | 50.00               | 225,000.00          | 224,950.00          | .0          |
| 10-89-805 BUILDING REGULATION EXP    | .00                  | .00                 | 10,000.00           | 10,000.00           | .0          |
| 10-89-806 LIBRARY GRANTS EXP         | .00                  | 1,283.82            | 100,000.00          | 98,716.38           | 1.3         |
| 10-89-807 SENIOR CENTER GRANT EXP    | .00                  | .00                 | 25,000.00           | 25,000.00           | .0          |
| 10-89-808 SUMMER SPLASH GRANT EXP    | .00                  | .00                 | 5,000.00            | 5,000.00            | .0          |
| 10-89-809 EDA GRANTS EXP             | .00                  | .00                 | 25,000.00           | 25,000.00           | .0          |
| 10-89-810 E-RATE EXP                 | 1,483.49             | 9,686.30            | 150,000.00          | 140,013.70          | 6.7         |
| 10-89-845 POLICE GRANT EXP           | .00                  | .00                 | 30,000.00           | 30,000.00           | .0          |
| 10-89-846 AZDOHS GRANT EXPENDITURES  | .00                  | .00                 | 120,426.00          | 120,426.00          | .0          |
| 10-89-847 AZGOHS GRANT EXPENDITURES  | .00                  | .00                 | 120,426.00          | 120,426.00          | .0          |
| 10-89-848 BUS LINE EXP               | .00                  | .00                 | 75,000.00           | 75,000.00           | .0          |
| 10-89-850 SCBA GRANT EXP             | .00                  | .00                 | 200,000.00          | 200,000.00          | .0          |
| 10-89-851 USDA EQUIPMENT GRANT       | .00                  | .00                 | 60,000.00           | 60,000.00           | .0          |
| 10-89-854 WIFA LOAN                  | .00                  | .00                 | 2,000,000.00        | 2,000,000.00        | .0          |
| <b>TOTAL TOWN GRANTS</b>             | <b>1,543.49</b>      | <b>23,624.29</b>    | <b>3,318,852.00</b> | <b>3,285,227.71</b> | <b>.7</b>   |
| <b>TOTAL FUND EXPENDITURES</b>       | <b>135,759.37</b>    | <b>1,002,501.99</b> | <b>5,329,696.00</b> | <b>4,327,194.01</b> | <b>18.8</b> |
| <b>NET REVENUE OVER EXPENDITURES</b> | <b>39,083.38</b>     | <b>53,359.22</b>    | <b>.00</b>          | <b>( 53,359.22)</b> | <b>.0</b>   |

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019**

**POLICE - DHS GRANT - BP OT**

|                            | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u> | <u>UNEXPENDED</u> | <u>PCNT</u> |
|----------------------------|----------------------|-------------------|---------------|-------------------|-------------|
| <u>REVENUE</u>             |                      |                   |               |                   |             |
| 12-30-800 DHS GRANT BP O/T | 4,496.79             | 17,020.74         | 135,000.00    | 117,979.26        | 12.6        |
| TOTAL REVENUE              | 4,496.79             | 17,020.74         | 135,000.00    | 117,979.26        | 12.6        |
| TOTAL FUND REVENUE         | 4,496.79             | 17,020.74         | 135,000.00    | 117,979.26        | 12.6        |

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019**

**POLICE - DHS GRANT - BP OT**

|                                      | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u>  | <u>BUDGET</u>     | <u>UNEXPENDED</u> | <u>PCNT</u> |
|--------------------------------------|----------------------|--------------------|-------------------|-------------------|-------------|
| <b><u>EXPENDITURES</u></b>           |                      |                    |                   |                   |             |
| 12-40-130 EMPLOYEE BENEFITS          | 424.86               | 2,788.66           | 135,000.00        | 132,211.34        | 2.1         |
| 12-40-131 DUI TASK FORCE OVER TIME   | 1,063.37             | 2,537.18           | .00               | ( 2,537.18)       | .0          |
| 12-40-135 PUBLIC SAFETY RETIREMENT   | 354.82               | 2,989.98           | .00               | ( 2,989.98)       | .0          |
| 12-40-840 AUTHORIZED EXPENDITURES    | 532.67               | 11,171.98          | .00               | ( 11,171.98)      | .0          |
| <b>TOTAL EXPENDITURES</b>            | <b>2,405.52</b>      | <b>18,487.80</b>   | <b>135,000.00</b> | <b>115,512.20</b> | <b>14.4</b> |
| <b>TOTAL FUND EXPENDITURES</b>       | <b>2,405.52</b>      | <b>18,487.80</b>   | <b>135,000.00</b> | <b>115,512.20</b> | <b>14.4</b> |
| <b>NET REVENUE OVER EXPENDITURES</b> | <b>2,091.27</b>      | <b>( 2,487.06)</b> | <b>.00</b>        | <b>2,487.06</b>   | <b>.0</b>   |



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019**

**FIRE TRUCK FUND**

|                         | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u> | <u>UNEXPENDED</u> | <u>PCNT</u> |
|-------------------------|----------------------|-------------------|---------------|-------------------|-------------|
| <u>REVENUE</u>          |                      |                   |               |                   |             |
| 14-30-800 GRANT REVENUE | .00                  | .00               | 200,000.00    | 200,000.00        | .0          |
| TOTAL REVENUE           | .00                  | .00               | 200,000.00    | 200,000.00        | .0          |
| TOTAL FUND REVENUE      | .00                  | .00               | 200,000.00    | 200,000.00        | .0          |

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING DECEMBER 31, 2019**

**FIRE TRUCK FUND**

|  | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u>     | <u>UNEXPENDED</u> | <u>PCNT</u> |
|--|----------------------|-------------------|-------------------|-------------------|-------------|
| <b><u>EXPENDITURES</u></b>               |                      |                   |                   |                   |             |
| <b>14-40-850 AUTHORIZED EXPENDITURES</b> | <u>.00</u>           | <u>.00</u>        | <u>200,000.00</u> | <u>200,000.00</u> | <u>.0</u>   |
| <b>TOTAL EXPENDITURES</b>                | <u>.00</u>           | <u>.00</u>        | <u>200,000.00</u> | <u>200,000.00</u> | <u>.0</u>   |
| <b>TOTAL FUND EXPENDITURES</b>           | <u>.00</u>           | <u>.00</u>        | <u>200,000.00</u> | <u>200,000.00</u> | <u>.0</u>   |
| <b>NET REVENUE OVER EXPENDITURES</b>     | <u>.00</u>           | <u>.00</u>        | <u>.00</u>        | <u>.00</u>        | <u>.0</u>   |

TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019

|                    |                 | TRUST FUND    |            |            |            |      |
|--------------------|-----------------|---------------|------------|------------|------------|------|
|                    |                 | PERIOD ACTUAL | YTD ACTUAL | BUDGET     | UNEXPENDED | PCNT |
| <u>REVENUE</u>     |                 |               |            |            |            |      |
| 20-30-200          | FINES AND BAILS | 9,781.13      | 85,888.80  | 173,951.00 | 87,782.20  | 49.5 |
| 20-30-300          | BONDS           | .00           | .00        | 100.00     | 100.00     | .0   |
| 20-30-400          | RESTITUTION     | .00           | .00        | 100.00     | 100.00     | .0   |
| 20-30-500          | JCEF            | .00           | .00        | 100.00     | 100.00     | .0   |
| TOTAL REVENUE      |                 | 9,781.13      | 85,888.80  | 173,951.00 | 88,082.20  | 49.4 |
| TOTAL FUND REVENUE |                 | 9,781.13      | 85,888.80  | 173,951.00 | 88,082.20  | 49.4 |

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING DECEMBER 31, 2019**

**TRUST FUND**

|                                      | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u>  | <u>BUDGET</u>     | <u>UNEXPENDED</u> | <u>PCNT</u> |
|--------------------------------------|----------------------|--------------------|-------------------|-------------------|-------------|
| <b><u>EXPENDITURES</u></b>           |                      |                    |                   |                   |             |
| 20-40-200 FINES AND BAILS            | 11,086.60            | 92,878.07          | 173,751.00        | 80,872.93         | 53.5        |
| 20-40-400 RESTITUTION                | 16.81                | 239.13             | .00               | ( 239.13)         | .0          |
| 20-40-401 BOND                       | .00                  | .00                | 100.00            | 100.00            | .0          |
| 20-40-500 JCEF                       | .00                  | .00                | 100.00            | 100.00            | .0          |
| <b>TOTAL EXPENDITURES</b>            | <b>11,103.41</b>     | <b>93,117.20</b>   | <b>173,951.00</b> | <b>80,833.80</b>  | <b>53.5</b> |
| <b>TOTAL FUND EXPENDITURES</b>       | <b>11,103.41</b>     | <b>93,117.20</b>   | <b>173,951.00</b> | <b>80,833.80</b>  | <b>53.5</b> |
| <b>NET REVENUE OVER EXPENDITURES</b> | <b>( 1,322.28)</b>   | <b>( 7,228.40)</b> | <b>.00</b>        | <b>7,228.40</b>   | <b>.0</b>   |

TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019

INVESTMENT TRUST FUND

|                               | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|-------------------------------|---------------|------------|--------|------------|------|
| <u>REVENUE</u>                |               |            |        |            |      |
| 22-30-100 INTEREST REVENUE    | .00           | 1.05       | .00    | ( 1.05)    | .0   |
| TOTAL REVENUE                 | .00           | 1.05       | .00    | ( 1.05)    | .0   |
| <br>TOTAL FUND REVENUE        | .00           | 1.05       | .00    | ( 1.05)    | .0   |
| NET REVENUE OVER EXPENDITURES | .00           | 1.05       | .00    | ( 1.05)    | .0   |

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019**

**ROAD USER FUND**

|                                   | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u>     | <u>UNEXPENDED</u> | <u>PCNT</u> |
|-----------------------------------|----------------------|-------------------|-------------------|-------------------|-------------|
| <b><u>REVENUE</u></b>             |                      |                   |                   |                   |             |
| 23-30-300 GAS TAX REVENUES - HURF | 14,197.92            | 78,590.83         | 150,048.00        | 71,457.17         | 52.4        |
| 23-30-320 HURF REPAYMENT          | .00                  | .00               | 17,055.00         | 17,055.00         | .0          |
| 23-30-800 MISCELLANEOUS REVENUE   | .00                  | .00               | 100.00            | 100.00            | .0          |
| <b>TOTAL REVENUE</b>              | <b>14,197.92</b>     | <b>78,590.83</b>  | <b>167,203.00</b> | <b>88,612.17</b>  | <b>47.0</b> |
| <b>TOTAL FUND REVENUE</b>         | <b>14,197.92</b>     | <b>78,590.83</b>  | <b>167,203.00</b> | <b>88,612.17</b>  | <b>47.0</b> |

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING DECEMBER 31, 2019

ROAD USER FUND

|                                      | PERIOD ACTUAL    | YTD ACTUAL       | BUDGET            | UNEXPENDED        | PCNT      |
|--------------------------------------|------------------|------------------|-------------------|-------------------|-----------|
| <b>ROAD USERS ADMIN</b>              |                  |                  |                   |                   |           |
| 23-40-100 PERSONNEL SERVICES         | .00              | .00              | 45,888.00         | 45,888.00         | .0        |
| 23-40-130 EMPLOYEE BENEFITS          | .00              | .00              | 24,558.00         | 24,558.00         | .0        |
| 23-40-480 MAINTENANCE AND SUPPLIES   | .00              | 227.89           | 6,000.00          | 5,772.11          | 3.8       |
| 23-40-470 VEHICLE EXPENSE            | .00              | .00              | 2,500.00          | 2,500.00          | .0        |
| 23-40-475 FUEL                       | .00              | .00              | 1,080.00          | 1,080.00          | .0        |
| 23-40-490 ROAD REPAIR                | .00              | .00              | 58,472.00         | 58,472.00         | .0        |
| 23-40-810 EQUIPMENT REPAIR           | .00              | .00              | 5,000.00          | 5,000.00          | .0        |
| 23-40-831 CAPITAL OUTLAY             | .00              | .00              | 25,725.00         | 25,725.00         | .0        |
| <b>TOTAL ROAD USERS ADMIN</b>        | <b>.00</b>       | <b>227.89</b>    | <b>187,203.00</b> | <b>186,975.11</b> | <b>.1</b> |
| <b>TOTAL FUND EXPENDITURES</b>       | <b>.00</b>       | <b>227.89</b>    | <b>187,203.00</b> | <b>186,975.11</b> | <b>.1</b> |
| <b>NET REVENUE OVER EXPENDITURES</b> | <b>14,187.92</b> | <b>78,362.94</b> | <b>.00 (</b>      | <b>78,362.94)</b> | <b>.0</b> |

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019**

|                  |                           | <b>FUND 28</b>       |                   |               |                   |             |
|------------------|---------------------------|----------------------|-------------------|---------------|-------------------|-------------|
|                  |                           | <b>PERIOD ACTUAL</b> | <b>YTD ACTUAL</b> | <b>BUDGET</b> | <b>UNEXPENDED</b> | <b>PCNT</b> |
| <b>SOURCE 30</b> |                           |                      |                   |               |                   |             |
| <b>28-30-300</b> | <b>STATE HURF</b>         | .00                  | 197,802.20        | .00           | ( 197,802.20)     | .0          |
|                  | <b>TOTAL SOURCE 30</b>    | .00                  | 197,802.20        | .00           | ( 197,802.20)     | .0          |
|                  | <b>TOTAL FUND REVENUE</b> | .00                  | 197,802.20        | .00           | ( 197,802.20)     | .0          |



TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING DECEMBER 31, 2019

FUND 28

|                               | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED    | PCNT |
|-------------------------------|---------------|------------|--------|---------------|------|
| 28-40-122 MISC. EXPENSE       | .00           | 4,997.00   | .00    | ( 4,997.00)   | .0   |
| TOTAL DEPARTMENT 40           | .00           | 4,997.00   | .00    | ( 4,997.00)   | .0   |
| TOTAL FUND EXPENDITURES       | .00           | 4,997.00   | .00    | ( 4,997.00)   | .0   |
| NET REVENUE OVER EXPENDITURES | .00           | 192,805.20 | .00    | ( 192,805.20) | .0   |

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019**

**WATER FUND**

|                                   | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u>     | <u>UNEXPENDED</u> | <u>PCNT</u> |
|-----------------------------------|----------------------|-------------------|-------------------|-------------------|-------------|
| <b>REVENUE</b>                    |                      |                   |                   |                   |             |
| 51-30-100 INTEREST EARNINGS       | .00                  | .00               | 250.00            | 250.00            | .0          |
| 51-30-200 WATER SALES             | 27,998.85            | 189,538.14        | 248,553.00        | 57,014.86         | 76.9        |
| 51-30-202 RC: RECONNECT FEE       | 40.00                | 1,170.00          | 850.00            | ( 320.00)         | 137.7       |
| 51-30-203 WTO: WATER TURN ON FEE  | .00                  | 160.00            | .00               | ( 160.00)         | .0          |
| 51-30-300 CONNECTION FEES         | 30.00                | 730.00            | 850.00            | 120.00            | 85.9        |
| 51-30-400 PENALTIES & FORFEITURES | ( 9.85)              | 5,128.17          | 12,000.00         | 6,871.83          | 42.7        |
| 51-30-800 MISCELLANEOUS           | 15.00                | 45.00             | 250.00            | 205.00            | 18.0        |
| <b>TOTAL REVENUE</b>              | <b>28,073.80</b>     | <b>196,771.31</b> | <b>260,753.00</b> | <b>63,981.69</b>  | <b>75.5</b> |
| <b>TOTAL FUND REVENUE</b>         | <b>28,073.80</b>     | <b>196,771.31</b> | <b>260,753.00</b> | <b>63,981.69</b>  | <b>75.5</b> |

**TOWN OF HUACHUCA CITY**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 6 MONTHS ENDING DECEMBER 31, 2019**

**WATER FUND**

|                                      | PERIOD ACTUAL    | YTD ACTUAL        | BUDGET            | UNEXPENDED          | PCNT        |
|--------------------------------------|------------------|-------------------|-------------------|---------------------|-------------|
| <b>WATER EXPENDITURES</b>            |                  |                   |                   |                     |             |
| 51-40-100 PERSONNEL SERVICES         | 4,871.02         | 31,189.74         | 64,985.00         | 33,785.26           | 48.0        |
| 51-40-105 OVERTIME                   | 370.40           | 2,174.04          | 1,200.00          | ( 874.04)           | 181.2       |
| 51-40-107 STAND BY TIME              | .00              | 803.00            | 4,160.00          | 3,557.00            | 14.5        |
| 51-40-110 UNIFORM EXPENSE            | 180.55           | 835.82            | 2,400.00          | 1,764.18            | 28.5        |
| 51-40-130 EMPLOYEE BENEFITS          | 1,672.91         | 11,053.89         | 43,730.00         | 32,676.11           | 25.3        |
| 51-40-280 INSURANCE                  | 682.08           | 1,886.72          | 3,110.00          | 1,443.28            | 53.6        |
| 51-40-290 OFFICE SUPPLIES            | .00              | .00               | 200.00            | 200.00              | .0          |
| 51-40-340 UTILITIES                  | 2,738.95         | 22,292.77         | 43,200.00         | 20,907.23           | 51.8        |
| 51-40-380 CONTRACT LABOR             | 712.03           | 4,201.99          | 11,700.00         | 7,498.01            | 35.9        |
| 51-40-370 SALES TAX                  | 2,149.52         | 18,086.76         | 12,700.00         | ( 3,356.76)         | 128.4       |
| 51-40-440 POSTAGE                    | .00              | 758.75            | 3,400.00          | 2,643.25            | 22.3        |
| 51-40-460 MAINTENANCE & SUPPLIES     | 293.34           | 7,401.92          | 20,000.00         | 12,598.08           | 37.0        |
| 51-40-470 VEHICLE EXPENSE            | 107.24           | 3,843.98          | 3,500.00          | ( 143.98)           | 104.1       |
| 51-40-475 FUEL EXPENSE               | 1,944.24         | 7,174.38          | 8,000.00          | 825.64              | 89.7        |
| 51-40-480 COMPUTER EXPENSE           | .00              | .00               | 200.00            | 200.00              | .0          |
| 51-40-510 WATER TESTS                | 905.00           | 3,140.00          | 12,400.00         | 9,260.00            | 25.3        |
| 51-40-610 EQUIPMENT MAINTENANCE      | 751.92           | 11,591.19         | 7,900.00          | ( 3,691.19)         | 146.7       |
| 51-40-650 PROFESSIONAL SERVICES      | 2,652.65         | 11,514.53         | 8,938.00          | ( 2,576.53)         | 128.8       |
| 51-40-860 TRAVEL                     | .00              | .00               | 400.00            | 400.00              | .0          |
| 51-40-840 WATER CAPITAL OUTLAY       | .00              | .00               | 100.00            | 100.00              | .0          |
| 51-40-900 BAD DEBT EXPENSE           | .00              | .00               | 100.00            | 100.00              | .0          |
| 51-40-950 WATER TRANSFER TO SAVINGS  | .00              | .00               | 8,430.00          | 8,430.00            | .0          |
| <b>TOTAL WATER EXPENDITURES</b>      | <b>20,131.88</b> | <b>135,107.44</b> | <b>280,753.00</b> | <b>125,645.58</b>   | <b>51.8</b> |
| <b>TOTAL FUND EXPENDITURES</b>       | <b>20,131.88</b> | <b>135,107.44</b> | <b>280,753.00</b> | <b>125,645.58</b>   | <b>51.8</b> |
| <b>NET REVENUE OVER EXPENDITURES</b> | <b>7,941.94</b>  | <b>61,663.87</b>  | <b>.00</b>        | <b>( 61,663.87)</b> | <b>.0</b>   |

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019**

**SEWER FUND**

|                               | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u>     | <u>BUDGET</u>         | <u>UNEXPENDED</u>    | <u>PCNT</u>     |
|-------------------------------|----------------------|-----------------------|-----------------------|----------------------|-----------------|
| <b><u>REVENUE</u></b>         |                      |                       |                       |                      |                 |
| 52-30-100 INTEREST EARNINGS   | .00                  | .00                   | 500.00                | 500.00               | .0              |
| 52-30-200 SEWER SERVICES      | 19,883.60            | 124,824.65            | 218,846.00            | 92,221.35            | 57.5            |
| 52-30-300 CONNECTION FEES     | .00                  | .00                   | 1,000.00              | 1,000.00             | .0              |
| <b>TOTAL REVENUE</b>          | <b>19,883.60</b>     | <b>124,824.65</b>     | <b>218,346.00</b>     | <b>93,721.35</b>     | <b>57.1</b>     |
| <br><b>TOTAL FUND REVENUE</b> | <br><b>19,883.60</b> | <br><b>124,824.65</b> | <br><b>218,346.00</b> | <br><b>93,721.35</b> | <br><b>57.1</b> |

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING DECEMBER 31, 2019

SEWER FUND

|                                      | PERIOD ACTUAL    | YTD ACTUAL       | BUDGET            | UNEXPENDED          | PCNT        |
|--------------------------------------|------------------|------------------|-------------------|---------------------|-------------|
| <b>SEWER EXPENDITURES</b>            |                  |                  |                   |                     |             |
| 52-40-100 PERSONNEL SERVICES         | 4,970.98         | 31,189.52        | 64,985.00         | 33,785.48           | 48.0        |
| 52-40-105 OVERTIME                   | 370.39           | 2,173.99         | 1,000.00          | ( 1,173.99)         | 217.4       |
| 52-40-107 STAND BY TIME              | .00              | 803.00           | 4,180.00          | 3,557.00            | 14.5        |
| 52-40-110 UNIFORM EXPENSE            | 180.56           | 835.91           | 2,400.00          | 1,784.09            | 28.5        |
| 52-40-130 EMPLOYEE BENEFITS          | 1,672.81         | 11,014.11        | 43,730.00         | 32,715.89           | 25.2        |
| 52-40-280 INSURANCE                  | 682.09           | 1,666.72         | 3,110.00          | 1,443.28            | 53.6        |
| 52-40-340 UTILITIES                  | 682.19           | 2,708.71         | 7,100.00          | 4,391.29            | 38.2        |
| 52-40-360 CONTRACT LABOR             | 612.03           | 10,101.99        | 18,000.00         | 7,898.01            | 58.1        |
| 52-40-440 POSTAGE                    | .00              | 756.76           | .00               | ( 756.76)           | .0          |
| 52-40-460 MAINTENANCE AND SUPPLIES   | 286.58           | 6,041.09         | 10,000.00         | 3,958.91            | 60.4        |
| 52-40-470 VEHICLE EXPENSE            | .00              | 484.91           | 3,000.00          | 2,535.09            | 15.5        |
| 52-40-475 FUEL                       | 1,944.24         | 7,174.36         | 8,000.00          | 826.64              | 89.7        |
| 52-40-490 COMPUTER EXPENSE           | .00              | .00              | 200.00            | 200.00              | .0          |
| 52-40-516 ADEQ FEES                  | 1,000.00         | 3,500.00         | 1,000.00          | ( 2,500.00)         | 350.0       |
| 52-40-510 EQUIPMENT MAINTENANCE      | 76.62            | 1,309.23         | 6,000.00          | 4,690.77            | 21.8        |
| 52-40-530 SEWER CHEMICALS            | .00              | .00              | 800.00            | 800.00              | .0          |
| 52-40-560 PROFESSIONAL SERVICES      | 406.25           | 6,978.12         | 8,938.00          | 2,959.88            | 68.9        |
| 52-40-702 SEWAGE POND COMPLIANCE     | 892.50           | 2,402.50         | 5,000.00          | 2,597.50            | 48.1        |
| 52-40-900 BAD DEBT EXPENSE           | .00              | .00              | 100.00            | 100.00              | .0          |
| 52-40-925 MUFFIN MONSTER PAYMENT     | .00              | 3,500.00         | 3,500.00          | .00                 | 100.0       |
| 52-40-950 PAYMENT ON WIFA LOAN       | .00              | .00              | 25,000.00         | 25,000.00           | .0          |
| 52-40-990 TRANSFER TO SAVINGS        | .00              | .00              | 2,323.00          | 2,323.00            | .0          |
| <b>TOTAL SEWER EXPENDITURES</b>      | <b>13,757.24</b> | <b>91,230.92</b> | <b>218,348.00</b> | <b>127,115.08</b>   | <b>41.8</b> |
| <b>TOTAL FUND EXPENDITURES</b>       | <b>13,757.24</b> | <b>91,230.92</b> | <b>218,348.00</b> | <b>127,115.08</b>   | <b>41.8</b> |
| <b>NET REVENUE OVER EXPENDITURES</b> | <b>6,126.36</b>  | <b>33,393.73</b> | <b>.00</b>        | <b>( 33,393.73)</b> | <b>.0</b>   |

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019**

**GARBAGE FUND**

|                             | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u>     | <u>UNEXPENDED</u> | <u>PCNT</u> |
|-----------------------------|----------------------|-------------------|-------------------|-------------------|-------------|
| <b><u>REVENUE</u></b>       |                      |                   |                   |                   |             |
| 54-30-100 INTEREST EARNINGS | .00                  | .00               | 750.00            | 750.00            | .0          |
| 54-30-200 SALES RECEIPTS    | 11,467.54            | 69,450.99         | 144,250.00        | 74,799.01         | 48.2        |
| <b>TOTAL REVENUE</b>        | <b>11,467.54</b>     | <b>69,450.99</b>  | <b>145,000.00</b> | <b>75,549.01</b>  | <b>47.9</b> |
| <b>TOTAL FUND REVENUE</b>   | <b>11,467.54</b>     | <b>69,450.99</b>  | <b>145,000.00</b> | <b>75,549.01</b>  | <b>47.9</b> |

TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019

GARBAGE FUND

|                                      | PERIOD ACTUAL    | YTD ACTUAL       | BUDGET            | UNEXPENDED       | PCNT        |
|--------------------------------------|------------------|------------------|-------------------|------------------|-------------|
| <b>GARBAGE EXPENDITURES</b>          |                  |                  |                   |                  |             |
| 54-40-360 CONTRACT LABOR             | 10,624.17        | 63,900.86        | 122,000.00        | 58,099.04        | 52.4        |
| 54-40-450 EQUIPMENT/SUPPLIES         | .00              | .00              | 1,750.00          | 1,750.00         | .0          |
| 54-40-821 TOWN TRASH SERVICE         | .00              | 28.00            | 1,900.00          | 1,872.00         | 1.5         |
| 54-40-850 ADMIN FEES TRANSFER TO GF  | .00              | 4,878.66         | 19,350.00         | 14,871.34        | 24.2        |
| <b>TOTAL GARBAGE EXPENDITURES</b>    | <b>10,624.17</b> | <b>68,807.62</b> | <b>145,000.00</b> | <b>78,392.38</b> | <b>47.3</b> |
| <b>TOTAL FUND EXPENDITURES</b>       | <b>10,624.17</b> | <b>68,807.62</b> | <b>145,000.00</b> | <b>78,392.38</b> | <b>47.3</b> |
| <b>NET REVENUE OVER EXPENDITURES</b> | <b>843.37</b>    | <b>843.37</b>    | <b>.00</b>        | <b>( 843.37)</b> | <b>.0</b>   |

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019**

**LANDFILL FUND**

|                                | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u>       | <u>UNEXPENDED</u> | <u>PCNT</u> |
|--------------------------------|----------------------|-------------------|---------------------|-------------------|-------------|
| <b>REVENUE</b>                 |                      |                   |                     |                   |             |
| 55-30-100 INTEREST EARNINGS    | .00                  | .00               | 500.00              | 500.00            | .0          |
| 55-30-200 SALES - LANDFILL     | 97,249.81            | 606,572.15        | 1,257,258.00        | 647,685.85        | 48.5        |
| 55-30-201 LATE PENALTIES       | .00                  | .00               | 1,000.00            | 1,000.00          | .0          |
| 55-30-205 MISC.REVENUE         | 140.00               | 350.18            | 2,500.00            | 2,149.84          | 14.0        |
| 55-30-210 TIPPING FEES         | 10,995.20            | 68,782.80         | 135,600.00          | 66,817.20         | 50.7        |
| <b>TOTAL REVENUE</b>           | <b>108,384.81</b>    | <b>675,705.11</b> | <b>1,396,858.00</b> | <b>718,152.89</b> | <b>48.6</b> |
| <b>SOURCE 36</b>               |                      |                   |                     |                   |             |
| 55-36-400 SALE OF FIXED ASSETS | .00                  | 102,375.00        | 185,000.00          | 52,625.00         | 66.1        |
| 55-36-405 RECYCLE              | .00                  | .00               | 6,000.00            | 6,000.00          | .0          |
| <b>TOTAL SOURCE 36</b>         | <b>.00</b>           | <b>102,375.00</b> | <b>191,000.00</b>   | <b>58,625.00</b>  | <b>63.8</b> |
| <b>TOTAL FUND REVENUE</b>      | <b>108,384.81</b>    | <b>781,080.11</b> | <b>1,557,858.00</b> | <b>776,777.89</b> | <b>50.1</b> |



**TOWN OF HUACHUCA CITY**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 6 MONTHS ENDING DECEMBER 31, 2019**

**LANDFILL FUND**

|                                       | <u>PERIOD ACTUAL</u> | <u>YTD ACTUAL</u> | <u>BUDGET</u>       | <u>UNEXPENDED</u>  | <u>PCNT</u> |
|---------------------------------------|----------------------|-------------------|---------------------|--------------------|-------------|
| <b>LANDFILL EXPENDITURES</b>          |                      |                   |                     |                    |             |
| 55-40-100 PERSONNEL SERVICES          | 15,398.01            | 90,684.58         | 211,222.00          | 120,537.44         | 42.9        |
| 55-40-102 NEW HIRE                    | .00                  | 330.00            | 200.00              | ( 130.00)          | 165.0       |
| 55-40-105 OVERTIME                    | 858.00               | 7,795.05          | 7,500.00            | ( 295.05)          | 103.9       |
| 55-40-110 UNIFORM EXPENSE             | 716.93               | 2,254.55          | 8,000.00            | 3,745.45           | 37.6        |
| 55-40-130 EMPLOYEE BENEFITS           | 5,766.00             | 33,926.79         | 139,807.00          | 102,880.21         | 24.8        |
| 55-40-250 ADVERTISING                 | .00                  | 180.09            | 750.00              | 569.91             | 20.0        |
| 55-40-285 BANK COSTS/FEEs             | 2,966.88             | 18,604.35         | 34,500.00           | 15,895.65          | 53.9        |
| 55-40-280 INSURANCE                   | 1,333.17             | 3,257.68          | 6,100.00            | 2,842.32           | 53.4        |
| 55-40-290 OFFICE SUPPLIES             | .00                  | .00               | 1,000.00            | 1,000.00           | .0          |
| 55-40-337 PROPERTY LEASE              | 58,579.58            | 351,477.48        | 702,955.00          | 351,477.52         | 50.0        |
| 55-40-340 UTILITIES                   | 1,052.73             | 6,174.53          | 21,600.00           | 15,425.47          | 28.8        |
| 55-40-350 SAFETY EQUIPMENT            | .00                  | .00               | 400.00              | 400.00             | .0          |
| 55-40-380 CONTRACT LABOR              | 891.75               | 24,322.53         | 30,500.00           | 6,177.47           | 79.8        |
| 55-40-440 POSTAGE                     | .00                  | 756.74            | .00                 | ( 756.74)          | .0          |
| 55-40-480 MAINTENANCE & SUPPLIES      | 10,216.26            | 36,225.98         | 45,000.00           | 8,774.02           | 80.5        |
| 55-40-470 VEHICLE EXPENSE             | 18.28                | 3,079.29          | 500.00              | ( 2,579.29)        | 615.9       |
| 55-40-475 FUEL EXPENSE                | 5,804.19             | 28,894.43         | 81,000.00           | 52,305.57          | 35.4        |
| 55-40-480 COMPUTER EXPENSE            | 48.86                | 283.16            | 3,000.00            | 2,706.84           | 9.8         |
| 55-40-500 BUILDING MAINTENANCE        | .00                  | 1,502.50          | 250.00              | ( 1,252.50)        | 601.0       |
| 55-40-510 LAB FEES                    | .00                  | 2,316.00          | 7,000.00            | 4,684.00           | 33.1        |
| 55-40-515 ENGINEERING SERVICES        | .00                  | .00               | 1,000.00            | 1,000.00           | .0          |
| 55-40-518 ADEQ FEES                   | 2,108.17             | 6,584.25          | 10,000.00           | 3,435.75           | 65.8        |
| 55-40-510 EQUIPMENT MAINTENANCE       | 10,946.98            | 63,838.22         | 40,000.00           | ( 23,838.22)       | 159.6       |
| 55-40-860 PROFESSIONAL SERVICES/AUDIT | 812.50               | 11,956.25         | 17,875.00           | 5,918.75           | 68.9        |
| 55-40-880 TRAVEL - TRAVEL/TRAINING    | .00                  | .00               | 500.00              | 500.00             | .0          |
| 55-40-705 CAPITAL LEASE               | 6,764.69             | 40,588.14         | 81,180.00           | 40,591.86          | 50.0        |
| 55-40-840 LANDFILL CAPITAL OUTLAY     | .00                  | 38,978.35         | 108,519.00          | 69,540.65          | 35.9        |
| 55-40-855 METHANE MONITORING          | .00                  | 2,155.40          | 2,500.00            | 343.60             | 88.3        |
| <b>TOTAL LANDFILL EXPENDITURES</b>    | <b>124,288.98</b>    | <b>775,927.32</b> | <b>1,557,858.00</b> | <b>781,930.68</b>  | <b>49.8</b> |
| <b>TOTAL FUND EXPENDITURES</b>        | <b>124,288.98</b>    | <b>775,927.32</b> | <b>1,557,858.00</b> | <b>781,930.68</b>  | <b>49.8</b> |
| <b>NET REVENUE OVER EXPENDITURES</b>  | <b>( 15,902.17)</b>  | <b>5,152.79</b>   | <b>.00</b>          | <b>( 5,152.79)</b> | <b>.0</b>   |

**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING DECEMBER 31, 2019**

|                           |                       | FUND 88       |                 |                 |                  |              |
|---------------------------|-----------------------|---------------|-----------------|-----------------|------------------|--------------|
|                           |                       | PERIOD ACTUAL | YTD ACTUAL      | BUDGET          | UNEXPENDED       | PCNT         |
| <b><u>SOURCE 30</u></b>   |                       |               |                 |                 |                  |              |
| 88-30-200                 | HOLIDAY FUND DONATION | .00           | 2,472.14        | 2,000.00        | ( 472.14)        | 123.6        |
| <b>TOTAL SOURCE 30</b>    |                       | <b>.00</b>    | <b>2,472.14</b> | <b>2,000.00</b> | <b>( 472.14)</b> | <b>123.6</b> |
| <b>TOTAL FUND REVENUE</b> |                       | <b>.00</b>    | <b>2,472.14</b> | <b>2,000.00</b> | <b>( 472.14)</b> | <b>123.6</b> |

**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING DECEMBER 31, 2019**

|                  |                                      | <b>FUND 86</b>       |                   |                 |                    |             |
|------------------|--------------------------------------|----------------------|-------------------|-----------------|--------------------|-------------|
|                  |                                      | <b>PERIOD ACTUAL</b> | <b>YTD ACTUAL</b> | <b>BUDGET</b>   | <b>UNEXPENDED</b>  | <b>PCNT</b> |
| <b>86-40-100</b> | <b>CHILDREN'S FUND GIFTS/FOOD</b>    | <u>.00</u>           | <u>.00</u>        | <u>2,000.00</u> | <u>2,000.00</u>    | <u>.0</u>   |
|                  | <b>TOTAL DEPARTMENT 40</b>           | <u>.00</u>           | <u>.00</u>        | <u>2,000.00</u> | <u>2,000.00</u>    | <u>.0</u>   |
|                  | <b>TOTAL FUND EXPENDITURES</b>       | <u>.00</u>           | <u>.00</u>        | <u>2,000.00</u> | <u>2,000.00</u>    | <u>.0</u>   |
|                  | <b>NET REVENUE OVER EXPENDITURES</b> | <u>.00</u>           | <u>2,472.14</u>   | <u>.00</u>      | <u>( 2,472.14)</u> | <u>.0</u>   |



**TOWN OF HUACHUCA CITY**  
**STANDARD FORM OF AGREEMENT**  
**BETWEEN THE**  
**TOWN OF HUACHUCA CITY AND CONTRACTOR**  
**FOR**  
**CONSTRUCTION SERVICES**  
**FOR THE**  
**EMERGENCY VEHICLE PREEMPTION SIGNAL PROJECT**

This Contract, made and entered into by and between the Town of Huachuca City, an Arizona municipal corporation, referred to as "TOWN" in this Contract, and Mountain Power Electrical Contractor, Inc, an Arizona corporation, referred to as "CONTRACTOR" in this Contract.

**RECITALS:**

**WHEREAS**, TOWN is an Arizona municipal corporation, organized under and existing pursuant to Title 9, Arizona Revised Statutes; and

**WHEREAS**, TOWN requires those services as specified in this Contract; and

**WHEREAS**, TOWN desires to engage the CONTRACTOR to perform services as specified in this Contract; and

**WHEREAS**, the CONTRACTOR represents that it is fully able and professionally qualified to perform such services; and

**WHEREAS**, TOWN authorized the execution of this Contract on January 23, 2020; and

**WHEREAS**, TOWN has authorized this Contract for the sum total amount of \$158,551.12.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter contained, TOWN does hereby engage the CONTRACTOR and the CONTRACTOR does hereby accept engagement in accordance with the conditions and terms that follow:

**A. SCOPE OF WORK**

SEE ATTACHMENT A, incorporated herein by this reference.

**B. SPECIAL TERMS AND CONDITIONS**

**1) Key Personnel:**

**Principal in Charge:** \_TL(Mac) McCarthy\_, an officer of the CONTRACTOR, will serve as the Principal in Charge and will have the authority to commit resources necessary to complete the Scope of Work and will be ultimately responsible for satisfactory execution of all work tasks.

**CONTRACTOR'S Project Manager:** \_TL(Mac) McCarthy\_, an officer or employee of the CONTRACTOR, will serve as the primary contact with the TOWN Project Manager, \_(TOWN project Manager)\_. The CONTRACTOR'S Project Manager's responsibilities will include coordination and management of day-to-day work, development and production of all deliverables, reviewing and responding to TOWN inquiries and comments, and tracking the status of the Contract budget and schedule.

**2) Performance Schedule:** The CONTRACTOR may begin performing only upon receipt of the TOWN'S Notice to Proceed. The work shall be completed in a timely manner and all deliverables shall be submitted to the TOWN Project Manager no later than \_30 weeks after Notice To Proceed\_. This Contract shall terminate after expiration of project warranties, unless extended at the sole option of TOWN.

**3) Insurance:** The CONTRACTOR shall obtain insurance as described below and keep such coverage in force throughout the life of the Contract. All policies must contain an endorsement providing that written notice be given to TOWN at least ten (10) calendar days prior to termination or cancellation in coverage in any policy. Except for workers' compensation insurance, the liability insurance policy(s) shall include TOWN as an additional insured with respect to liability arising out of the Contract. The CONTRACTOR agrees that its insurance will be primary and that any insurance carried by TOWN will be excess and non-contributing.

**REQUIRED INSURANCE COVERAGE:**

**A. General Liability**

Contractor shall maintain Commercial General Liability insurance with a limit of not

less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Town of Huachuca City's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

#### **B. Automobile Liability**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

### **C. Workers' Compensation**

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and, Employer's Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

The CONTRACTOR must present to the TOWN Project Manager written evidence (Certificates of Insurance) of compliance with these insurance requirements prior to the start of work and shall satisfy TOWN regarding their adequacy.

- 4) **Summary Progress Reporting Requirements:** The CONTRACTOR shall prepare and submit summary progress reports to the TOWN Project Manager on a monthly basis or as otherwise requested by the TOWN Project Manager.
- 5) **Payment and Performance Bonds:** Are required for this construction project.
- 6) **Warranty:** The Contractor warrants the construction portion of the Work against defects in workmanship and materials for a period of two (2) years commencing on the date of Final Acceptance (the "Warranty Period"). The Contractor shall also assign to the Town any longer term warranty of materials used by the Contractor as may be provided by the manufacturer. The Contractor shall promptly replace any materials or re-perform any portion of the Work found to be defective within the Warranty Period in accordance with the Contract Documents and without expense to the Town. If the Contractor fails to proceed promptly in accordance with these warranties, the Town may have the work performed, at the expense of the Contractor.

### **GENERAL TERMS AND CONDITIONS**

#### **1) Key Terms and Definitions:**

- **TOWN'S Mailing Address:** 500 N Gonzales Blvd, Huachuca City, Arizona 85616.
- **Contract:** This document executed between TOWN and the CONTRACTOR.
- **CONTRACTOR'S Mailing Address:**

\_\_\_\_\_4301 S Country Club dr, Tucson, AZ 85714\_\_\_\_\_.



- **May:** Indicates an action that is permissible, but not mandatory.
  - **TOWN Project Manager:** The TOWN officer or employee who is responsible for overseeing the CONTRACTOR'S performance under this Contract.
  - **Shall, Must and Will:** Indicates an action that is mandatory.
  - **Should:** Indicates an action that is recommended, but not mandatory.
- 2) **Termination:** TOWN, upon certification of the TOWN Project Manager, without prejudice to any other right or remedy of TOWN, and after giving the CONTRACTOR ten (10) working days written notice, may terminate this Contract with the CONTRACTOR.

Such termination will apply to all work, or any part thereof, for the following reasons:

- The CONTRACTOR is adjudged bankrupt;
  - The CONTRACTOR is persistently or repeatedly refusing or failing to perform in accordance with the requirements of the Contract;
  - The CONTRACTOR abandons the work, or unnecessarily or unreasonably delays the work;
  - Funds are not appropriated or are otherwise unavailable to TOWN;
  - The CONTRACTOR should be found by TOWN to have a conflict of interest as contemplated by Arizona Revised Statutes §38-511, et seq.;
  - The CONTRACTOR refuses to correct, at the CONTRACTOR'S sole expense, any portion of the work product determined by TOWN'S Project Manager to be deficient; or
  - TOWN determines that termination is in the best interest of TOWN.
- 3) **Records and Audit:** Internal control over all financial transactions related to the Contract shall be in accordance with sound fiscal policies. TOWN may, at reasonable times and places, audit the books and records of the CONTRACTOR, or any and all of the sub-contractors' records, relating to the performance of the Contract for a period of not less than three (3) years after the final payment is made under the Contract. Such audit shall be limited to the subject matter of this Contract and the execution of its Scope of Work.
- 4) **Arbitration:** It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration, shall apply to or be binding upon TOWN, except by TOWN'S express written consent given subsequent to execution of the Contract. However, at TOWN'S sole option, or by other means expressly approved by TOWN, disputes may be resolved through arbitration.

- 5) Independent Contractor:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
- 6) Non-Exclusive Contract:** This Contract is awarded with the understanding and agreement that it is for the sole convenience of TOWN. TOWN reserves the right to obtain like goods and services from another source at TOWN'S convenience.
- 7) Patents and Copyrights:** All services, information, computer program elements, reports and other deliverables which may have a potential copyright or patent value, and which are created under the Contract, shall be the property of TOWN and shall not be used by the CONTRACTOR or any other person, except with the prior written permission of TOWN.
- 8) Commencement of Work:** The CONTRACTOR shall work only after receiving TOWN'S Notice to Proceed from the TOWN Project Manager. The CONTRACTOR shall complete all work to the reasonable satisfaction of TOWN in accordance with the Scope of Work.
- 9) Records and Information:** The CONTRACTOR understands that TOWN is a public entity subject to Arizona's public records laws as codified in Arizona Revised Statutes Title 39, and as interpreted by Arizona case law.
- 10) Certification:** By signature on the Contract, the CONTRACTOR certifies that:
- a. The submission of the offer did not involve collusion or anti-competitive practices.
  - b. The CONTRACTOR has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a TOWN officer or employee or to any public servant in connection with the submitted offer. Signing the Contract with a false statement in connection with this provision shall void the Contract and may result in TOWN exercising other remedies under the law and the Contract.
- 11) Signing Authority:** The individual signing the Contract for CONTRACTOR hereby certifies and warrants that he is an authorized agent for the CONTRACTOR and has the authority to bind the CONTRACTOR to the Contract.
- 12) Conflict of Interest:** TOWN may cancel this Contract, pursuant to A.R.S. 38-511.

No member of the Town Council, and no other officer, employee or agent of TOWN who exercises any function or responsibility in connection with planning and carrying out work or services under this Contract or any relative thereof shall have any substantial interest, direct or indirect, in this Contract or subcontract, or to the proceeds thereof; and the CONTRACTOR shall take appropriate steps to assure compliance.

- 13) Applicable Law:** The laws of the State of Arizona shall govern the Contract, and all suits regarding this Contract shall be brought only in Federal or State courts in the State of Arizona. Venue and jurisdiction for any suit or other dispute resolution proceeding shall be in Cochise County, Arizona.
- 14) Contract Terms and Conditions:** TOWN reserves the right to clarify any contractual terms or conditions with the concurrence of the CONTRACTOR; however, any substantial non-conformity in the Contract, as determined by TOWN, shall be deemed non-responsive and the Contract terminated. Any Standard Terms and Conditions, as well as any Special Terms and Conditions contained in the RFP, are incorporated herein by this reference. However, the terms of this Contract shall prevail in the event of direct conflict with the terms of the RFP. This Contract contains the entire agreement between TOWN and the CONTRACTOR relating to the work and services provided hereunder and shall prevail over any and all previous agreements, oral or written statements, proposals, negotiations, or purchase orders in any form.
- 15) Contract Amendments:** The Contract shall be modified only by a written Contract amendment signed by TOWN, and persons duly authorized to enter into contracts on behalf of the CONTRACTOR. While amendments are discouraged, they may be considered when TOWN adds related work to the original Scope of Work, or when TOWN and the CONTRACTOR agree that changes to the nature of one or more tasks are sufficient to warrant modification of the Scope. TOWN may choose to issue a new RFP for such work, rather than provide a Contract amendment. Amendments may also be required to extend the term of the Contract. Any additional work performed by the CONTRACTOR without an appropriate amendment shall be at the CONTRACTOR'S sole cost.
- 16) Assignment – Delegation:** No right or interest in the Contract shall be assigned by the CONTRACTOR without prior written permission of TOWN, and no delegation of any duty of the CONTRACTOR shall be made without the prior written permission of the TOWN Project Manager. TOWN shall not unreasonably withhold approval, and shall notify the CONTRACTOR of TOWN'S position within thirty (30) days of receipt of written notice by the CONTRACTOR.
- 17) Rights and Remedies:** No provision in this Contract shall be construed, expressly or by implication, as a waiver by TOWN of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of TOWN to insist upon the strict performance of any term or condition of the Contract, or to exercise, or to delay the exercise of, any right or remedy provided in the Contract or by law, shall not be deemed a waiver of the right of TOWN to insist upon strict performance of the Contract.
- 18) Indemnification:** The CONTRACTOR shall indemnify, defend, and hold TOWN harmless from any and all claims, demands, suits, actions, proceedings, loss cost, and damages of

every kind and description, including any reasonable attorney's fees and/or litigation expenses, which may be brought or made against the CONTRACTOR, TOWN, any of TOWN'S officers, directors and employees, or any person, regardless of who makes the claim, to the extent they result from the acts of the CONTRACTOR, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Contract. The CONTRACTOR'S obligations under this section shall not apply to any damages caused by the negligence of TOWN or its employees. The indemnity provided in this section shall survive termination of this Contract. Neither the contract amount, nor the minimum limits and types of insurance provided for in section B3, above, shall limit the scope and extent of indemnity hereunder.

- 19) Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance is prevented by reason of Force Majeure.

The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall promptly notify the other party in writing of such delay, and shall specify the cause(s) of the delay in the notice. The notice shall be hand-delivered or mailed certified – return receipt, and shall make a specific reference to this section, thereby invoking its provisions. The delayed party shall cause the delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results.

- 20) Right to Assurance:** Whenever TOWN has reason to question the CONTRACTOR'S intent or ability to perform, TOWN may demand that the CONTRACTOR give a written assurance of its intent or ability to perform. In the event that a demand is made, and no written assurance is given within five (5) working days, TOWN may treat this failure as an anticipated breach of the Contract.

- 21) Right to Inspect:** TOWN may, at reasonable times, and at TOWN'S expense, inspect the place of business of the CONTRACTOR or any subcontractor, which is directly or indirectly involved in the performance of the Contract as awarded, or proposed to be awarded.

- 22) Quality of Materials, Services and Deliverables:** All materials, services and other deliverables are subject to acceptance by TOWN. Materials, services or other deliverables (either interim or final) failing to conform to the specifications of the Contract or which

are deemed to be substantially deficient by the TOWN Project Manager, shall be returned to the CONTRACTOR for remedy. If so returned, all costs to remedy the deficiencies shall be the responsibility of the CONTRACTOR. Should the CONTRACTOR dispute the Project Manager's decision regarding the quality of the work product at issue, the CONTRACTOR may appeal the Project Manager's decision, through the TOWN Procurement Director, or his designee. The decision of the Procurement Director shall be final. In the event the Procurement Director should find the work product at issue to be deficient, and the CONTRACTOR refuses to correct the work product at the CONTRACTOR'S sole cost, the Procurement Director may invoke its remedies set forth in this Contract for noncompliance.

- 23) Exclusive Possession:** All services, information, computer program elements, reports, and other deliverables created under the Contract, are the sole properties of TOWN, and shall not be used or released by the CONTRACTOR or any other person, except with prior written permission of TOWN.
- 24) Title and Risk of Loss:** The title and risk of loss of material or service shall not pass to TOWN until TOWN actually accepts the material or service at the point of delivery, unless otherwise provided within this Contract.
- 25) Default in One Installment to Constitute Total Breach:** The CONTRACTOR shall deliver conforming work or materials in each installment or lot of the Contract and may not substitute non-conforming work or materials. Delivery of non-conforming work or materials, or default of any nature, shall, at the option of TOWN, constitute a breach of the Contract as a whole.
- 26) Liens:** All materials, services and other deliverables supplied to TOWN under this Contract shall be free from all liens.
- 27) Licenses and Compliance with Laws:** The CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the performance of the work hereunder and operation of the business conducted by the CONTRACTOR as applicable to the Contract, throughout its duration. The CONTRACTOR and any subcontractors shall fully comply with all applicable federal, state and local laws in performing hereunder.
- 28) Americans with Disabilities Act:** The CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 – 12213), and applicable Federal regulations under this Act.
- 29) Method and Schedule of Payment:** The method and schedule of payment is subject to the requirements and restrictions of TOWN.

TOWN agrees to reimburse the CONTRACTOR up to the sum specified on page 1 which shall constitute full and complete compensation for the CONTRACTOR'S services.

TOWN'S normal policy is to process invoices requesting payment for work done within forty-five (45) days, upon satisfactory delivery of products, services, and/or goods, as well as receipt of properly complete invoices and the necessary TOWN Project Manager approvals. Written progress reports shall accompany each billing and shall specify the percentage of Contract work completed. Each itemized invoice must bear a written certification by the authorized TOWN Project Manager confirming satisfactory progress or completion of services for which payment is requested.

Invoices for payment will be submitted by task and line item as presented in the Scope of Work on a monthly basis. From time to time, additional documentation may be requested by TOWN.

Invoices for payment will be submitted by mail to the TOWN Project Manager, at TOWN'S mailing address on page 3, above.

Costs incurred by the CONTRACTOR as a result of any work performed outside the Scope of Work of this Contract will not be allowed for reimbursement under this Contract unless such changes and related costs were approved pursuant to a contract amendment.

Payment to the CONTRACTOR in advance of the CONTRACTOR incurring costs for authorized work to be performed under the Scope of Work of this Contract is prohibited, unless TOWN makes a written determination prior to the payment that an advance payment is in TOWN'S best interest.

- 30) Equipment Maintenance:** The CONTRACTOR must maintain all equipment, as applicable, in good working order throughout the length of the project, repairing or replacing any unsafe or inoperative equipment without delay.
- 31) Safety:** The safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 651-678) as promulgated by the Federal government, and as implemented by the State of Arizona, apply to all work performed under this Contract. The CONTRACTOR will be solely responsible for implementing and enforcing the safety requirements of this Act at all times.
- 32) Retention of Records:** The CONTRACTOR shall retain all work materials and records, relating to the performance of the Scope of Work of the Contract, for a period of not less than five (5) years after the final payment is made under the Contract.
- 33) Assignment of Principals:** The CONTRACTOR shall maintain the assignment of its Principals as shown in section B1, above. Prior written permission shall be obtained from the TOWN Project Manager for any change in these assignments. TOWN will notify CONTRACTOR if TOWN changes its Project Manager.

**34) Compliance with Immigration Laws:** As mandated by Arizona Revised Statutes ["A.R.S."] § 41-4401, TOWN is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). TOWN must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). Therefore, in signing or performing any contract (including this Contract) for TOWN, the CONTRACTOR fully understands that:

- A. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A);
- B. A breach of the warranty described in subsection A, shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and
- C. TOWN, or its designee, retains the legal right to inspect the papers of any CONTRACTOR or subcontractor employee who works on the Contract to ensure that the CONTRACTOR or subcontractor is fully complying with the warranty under subsection A.

**35) No Discrimination:** Neither Party shall discriminate against any employee or client of either Party or any other individual in any way because of that person's age, race, creed, color, religion, sex, genetic information, disability, familial status, political affiliation or national origin in the course of carrying out the duties pursuant to this Agreement. Both Parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein, and of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.

**36) Compliance with Applicable Laws:** CONTRACTOR shall comply with all applicable laws, ordinances, rules, and regulations, including without limitation federal, state, and TOWN, relating to or affecting work under this Contract. CONSULTANT shall secure and obtain any and all permits, licenses, and consents in connection with its performance of its services.

**37) Grant Agreement Provisions Incorporated:** Any terms or provisions required to be included in this Contract, pursuant to the terms of any grant funding agreements to which TOWN is a party, are hereby incorporated by this reference.

**38) CONTRACTOR'S Responsibilities Upon Notice of Termination by TOWN:** Upon receipt of a notice of termination, CONTRACTOR, unless otherwise directed by TOWN, shall make a good faith effort to cancel or terminate all existing orders or contracts, which CONTRACTOR or its subcontractors shall have made. Upon receipt of such notice, CONTRACTOR, unless otherwise directed by TOWN, shall thereafter do only such work as may be necessary to preserve and protect work already in progress and shall take all reasonable steps to minimize cost and mitigate any potential damages against TOWN. On the effective date of such termination, CONTRACTOR shall discontinue all performance under this CONTRACT.

**39) Surviving Provisions:** CONTRACTOR'S obligations under (CONTRACTOR'S Responsibilities upon Notice of Termination), (Exclusive Possession), (Patents and Copyrights), (Records and Audit), (Retention of Records), (Indemnification), and this Section (Surviving Provisions), and any other obligations which reasonably should survive, shall survive expiration or other termination of this Contract.

**40) No Boycott of Israel:** Pursuant to A.R.S. 35-393.01, the Town may not enter into a contract with an entity to acquire services, unless the contract includes a written certification that the entity is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel. By signing below, Contractor makes this certification. The parties acknowledge that the U.S. District Court in *Jordahl v. Brnovich, et al*, has temporarily enjoined the state from enforcing this provision.

**IN WITNESS WHEREOF,** the parties hereto have executed this Contract as of the date signed by the TOWN.

**TOWN OF HUACHUCA CITY**

**CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_

By: Johann Wallace

by: \_\_\_\_\_

its: Mayor

its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas A. Benavidez

Town Attorney

Date: \_\_\_\_\_



**ATTACHMENT A**  
**{Scope of Work}**

**End of Standard Form of Agreement**

## NOTICE TO PROCEED

(DATE)

(CONTRACTOR)

**RE: EMERGENCY VEHICLE PREEMPTION SIGNAL PROJECT**

Dear (CONTRACTOR):

The date of Notice to Proceed for the above project is \_\_\_\_\_, 2020.

In accordance with the Agreement dated \_\_\_\_\_, 2020, you are hereby notified to commence work within ten calendar days after the Notice to Proceed, hence on or before \_\_\_\_\_, 2020.

Before you begin work on the project, we will need the following, as necessary, for Town of Huachuca City and City of Huachuca City approval:

- Shop Drawings
- List of key Project Personnel contact names, telephone numbers, and email addresses
- Detailed Construction Schedule
- Traffic Control Plan
- Pre-Construction Meeting | Please coordinate to set this up with the SVMPO Project Manager and the City of Huachuca City Capital Projects Manager in joint charge of the project.

You are to complete the work within ninety (90) consecutive calendar days after the Notice to Proceed date.

Therefore, the date of completion of all work is \_\_\_\_\_, 2020.

Sincerely,

Eric Duthle  
Town Manager, Town of Huachuca City

End of Notice to Proceed

## **ACCEPTANCE OF NOTICE TO PROCEED**

**(CONTRACTOR)**

**RE: EMERGENCY VEHICLE PREEMPTION SIGNAL PROJECT**

Receipt of the Notice to Proceed is hereby acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_  
**2020.**

By \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

**Please complete and return this form within ten days to:**

**Town of Huachuca City  
500 North Gonzales Boulevard  
Huachuca City, Arizona 86301**

**Attn: Town Manager  
Town of Huachuca City**

**End of Acceptance of Notice to Proceed**

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

\_\_\_\_\_  
(Full name and address of legal title of Contractor)

\_\_\_\_\_, a

\_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Full name and address of Surety)

\_\_\_\_\_  
hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Full name and address or legal title of Contracting Agency)

\_\_\_\_\_  
hereinafter called Town of Huachuca City, in the penal sum of \_\_\_\_\_

\_\_\_\_\_, Dollars \$(\_\_\_\_\_) )  
(insert sum equal to Contract Price) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Contracting Agency, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

### EMERGENCY VEHICLE PREEMPTION SIGNAL PROJECT

In accordance with the Plans (Drawings) and the Bid-Contract Documents and Special Provisions-Specifications prepared by RICK Engineering Company, 6150 N 16<sup>th</sup> St, Phoenix, AZ 85016 [Attention: Dale E. Miller, PE, (480) 522-0330, [dmiller@rickengineering.com](mailto:dmiller@rickengineering.com)];

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Contracting Agency, with or without notice to the Surety and during the two-year warranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Town of Huachuca City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Contracting Agency all outlay and expense which the Contracting Agency may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or Work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Any suit under this Bond must be instituted before the expiration or two (2) years from the date on which final payment under the Contract falls due. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Contracting Agency named herein or the heirs, executors, administrators, or successors of the Contracting Agency.

PROVIDED, FURTHER, that no final settlement between the Contracting Agency and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF this instrument is executed in \_\_\_\_\_ (number) counterparts, each one of

which shall be deemed an original, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_  
Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**ATTEST:**

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**NOTES:**

Date of Bond must not be prior to date of Contract.  
If Contractor is a Partnership, all partners should execute Bond.

**IMPORTANT:**

Surety companies executing Bonds must appear on the US Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Arizona.

End of Performance Bond

## **LABOR AND MATERIAL PAYMENT BOND**

This Bond is issued simultaneously with the Performance Bond in favor of the Town of Huachuca City conditioned on the full and faithful performance of the Contract.

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_  
(Full name and address or legal title of Contractor)

as Principal, herein called "Principal", and

\_\_\_\_\_  
\_\_\_\_\_  
(Full name and address of Surety)

a corporation duly organized under the laws of the State of Arizona, as surety, herein called Surety, are

held and firmly bound unto

\_\_\_\_\_  
(Full name and address or legal title of Contracting Agency)

as Oblige, hereinafter called Contracting Agency, for the use and benefit of claimants as here in below defined in the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, 2019, entered into a contract with the Contracting Agency for the construction of the following project:

### **EMERGENCY VEHICLE PREEMPTION SIGNAL PROJECT**

in accordance with the Plans (Drawings) and the Bid-Contract Documents and Special Provisions-Specifications prepared by RICK Engineering Company, 6150 N 16<sup>th</sup> St, Phoenix, AZ 85016 [Attention: Dale E. Miller, PE, (480) 522-0330, [dmiller@rickengineering.com](mailto:dmiller@rickengineering.com)];

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:**

- 1. A claimant is defined as one having a direct contact with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.**
- 2. The above named Principal and Surety hereby jointly and severally agree with the Contracting Agency that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Contracting Agency shall not be liable for the payment of any costs or expenses of any such suit.**
- 3. No suit or action shall be commenced hereunder by any claimant:**
  - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Contracting Agency, or the Surety above named, within ninety (90) days after such claimant performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Contracting Agency or Surety at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.**
  - b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be the minimum period of limitation permitted by such law.**
  - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part**



thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (number) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

(SEAL)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary)

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Attorney-in-fact)

By: \_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

**NOTE:**            Date of Bond must not be prior to date of Contract.  
                      If Contractor is a Partnership, all partners should execute Bond.

**IMPORTANT:**    Surety companies executing Bonds must appear on the US Treasury  
                          Department's most current list (Circular 570 as amended) and be authorized  
                          to transact business in the State of Arizona.

**End of Labor and Material Payment Bond**



**To: Governing Board**  
Whetstone Fire District  
Town Mayor and Council  
Huachuca City

**From: Peter M Bidon, Fire Chief**  
Whetstone Fire District

**Date: December 31, 2019**

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### **Monthly Fire Chief Report**

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This is my report for the Month of December 2019

1. 1119 calls for service year 2019
2. Vehicle Repairs E-322 Medic-321
3. SEACOM Director Hired
4. Two off duty injuries
5. D/O-A/O Class Completed (Driver Operator/Aerial Operator Certification (NFPA 1002)
6. 2020 Fire Inspections started
7. First of two new Fire Apparatus Delivered (2<sup>nd</sup> anticipated March 2020)
8. ISO field visit scheduled January 21<sup>st</sup> 2020 (we are ready)
9. Sign blew down at Station 324 (Huachuca City) repairs under way.
10. One employee starts paramedic School January (10 months) this will give us our tenth Paramedic
11. Annual Christmas Drive was a success.
12. New AC/Heat pump installed Station 321 (Whetstone Fire Station)



## Library Report – 15 January 2020

1. During the month of December **1,805** people visited the library or attended library programs. This includes 234 children who attended 17 children's programs and 49 adults who attended 4 adult programming events.
2. **Polar Express:** Was a resounding success! 109 people attended. Huge thanks to the Friends of the Huachuca City Library, Library staff and Mayor Wallace for their efforts.
3. **Holiday Gift Basket Distribution:** We distributed toys and food to 33 needy families. A huge thanks to Safeway, all the individual donors, Whetstone Fire Department, Sons of Hells Angels, and Huachuca City Elementary School Junior National Honor Society. Thanks also to Mayor Pro Tem Johnson, and Councilmembers Banks and Butterworth for helping distribute the baskets. It was a very nice event and went extremely well.
4. Have held several planning meetings for the **Community Garden** that is being developed behind the library. Ground-breaking ceremony planned for Feb 29. Planting to take place in April.
5. The **digital history project** is on-going. Have not been able to locate many photos of the town but have completed several oral interviews and continue to photograph the scrapbooks (primarily newspaper clippings) at the library. We have a facebook page, if you haven't seen it already, check it out:
6. **ERATE** – Installation costs have not yet been paid because of a dispute between Centurylink, USAC and our consultant. We are actively coordinating with Centurylink and our State Library ERATE Administrator to find a solution. A possible resolution has been found but we may have to absorb 20% of the costs. There is the possibility of a grant to cover those funds.
7. **Spotlight on Speakers:** Animal Communication by Authors & Mediums Dwight and Rhonda Hull will be on Jan 23 at 10 in Council Chambers. On 6 Feb, Jean Sneed and Lindsey Gottwig from Kartchner Caverns will present "Bats of Arizona" at 10 am in Council Chambers.

## **Senior Center Report – 15 January 2020**

1. Senior Center Hours of Operation are: Wednesday, Thursday and Friday from 9 am to 1 pm.
2. Game night is held on the 1<sup>st</sup> and 3<sup>rd</sup> Thursday from 5 to 8 pm.
3. 4-H Healthy Ambassadors – a teen group, sponsored by the library, which focuses on healthy lifestyle will be meeting there on the first Monday of every month.
3. We are still working on getting outside lights installed, the big-screen tv mounted and providing internet at the Senior Center. Councilmember Butterworth donated the hardware for the TV and Councilmember Banks is purchasing the hardware necessary to push the library's wireless connection to the Senior Center. Thank you to both!
5. The first Community Food Bank TEFAP food box distribution was on Dec 20<sup>th</sup>. It went very smoothly. About 35 people received food boxes. This month's distribution will be on the 17<sup>th</sup>. We expect to distribute more TEFAP boxes this month and will be distributing Senior (CSFP) boxes as well (only to those who already enrolled and who have opted to pick up in HC). Distribution is scheduled for Jan 17 from 8 to 9 am.
6. We are working on a satisfaction survey for the Senior Center with regards to hours, programming, etc.

**LSTA GRANT - DIGITAL HISTORY PROJECT**  
**AWARD AMT \$28,150**

**AMOUNT Received on 9/16/19**

**\$28,150.00**

**EXPENDITURES**

Equipment

**1,238.19**

Consultant Fees

**13,150.00**

**\$**

**UNEXPENDED**

**\$13,761.81**

**LSTA mini-GRANT - HOTSPOTS**  
**AWARD AMT \$4,000**

|                      |         |
|----------------------|---------|
| AMOUNT RECEIVED/Date | \$4,000 |
| EXPENDITURES         | 0       |
| UNEXPENDED           | \$4,000 |



**LEGACY GRANT FOR SUMMER SPLASH****AWARD AMT \$5,400****AMOUNT RECEIVED/Rec'd July 2019****\$5,400****EXPENDITURES****2,821.67****UNEXPENDED****\$****2,578.33**





**Chief James L. Thies**  
**HUACHUCA CITY POLICE DEPARTMENT**

500 North Gonzales Boulevard

Telephone (520) 456-1353

Fax (520) 456-9208

HUACHUCA CITY, ARIZONA 85616



**Attn: Town of Huachuca City Council, Staff and Citizens**

**Report Number: 1-09-2020**

**Hello Team, here are some updates on your Police Department, Records Department and Animal Control Officers.**

**Police:**

HCPD will continue to work with the residents to come into Town Code compliance, as Title 16 is rolls out. Staff continues to identify issues with SEACOM and work with their staff to resolve these issues. HCPD continues to explore the option of moving our repeater to the Tower on Skyline. Officer Miriam Bear has successfully completed the academy and has started her FTO. Ofc Bear got her first arrest within 4 hours of starting her career as a Sworn Peace Officer for the Town of Huachuca City. Lt. Glowacki retired on 12-9-2019. A final radio call was set up with SEACOM as well as our own department for Lt. Glowacki's family to recognize his accomplishment. This call was recorded. Lt. Glowacki has received a copy of this historic event. Lt. Glowacki is the second officer to retire from HCPD. The Traffic Signal project on School Drive and SR90 is in full swing. With the help of the Arizona Rangers and creative scheduling, we will continue to provide safety for the numerous Town events upcoming such as the commodities drive at the Senior Center as well as road repairs to our Town's roadway. Chief Thies will be the only Supervisor for the Police Department going forward. This will aid in identifying shortcomings and quickly correct them.

**Records:**

Paul and Brandye continue to evolve our front desk operation. SEACOM has recently requested that we take walk in traffic to determine if the individual has a records need or requires police contact. This appears to be working. The Red phone in the lobby makes this possible. HCPD will be waiting on feedback to see if this is helpful to SEACOM Operations. Brandy is working on the UCR (Uniform Crime Reporting). Gerri is working on the transition with CAO and the transmittal of Felony cases.

**Animal Control:**

Animal Control has a new Patch design that uniquely identifies their branch of operations, while still being attached to HCPD. The Animal Control Truck has completed its transformation to an all-white and black trimmed paint job. Your two remaining ACO's are Rebecca Sizemore and Gerald Hursh. Our Town animals continue to be transported to the Sierra Vista Animal Shelter. Thank you!

**Chief James L. Thies**

*James L. Thies #C-1*

[jthies@huachucacityaz.gov](mailto:jthies@huachucacityaz.gov)



| Stone Garden     |           | Date       | Date              |
|------------------|-----------|------------|-------------------|
| Award Amount     | 79,100.00 | 7/1/2019   | Amount Reimbursed |
| Amounts Expended | 44,090.70 | yr to date | 44,090.70         |
|                  | 2,213.37  | 8/15/2019  | 2,213.37          |
|                  | 1,170.35  | 8/29/2019  | 1,170.35          |
|                  | 1,324.88  | 9/12/2019  | 1,324.88          |
|                  | 5,332.19  | 10/28/2019 | 5,332.19          |
|                  | 4,496.79  | 11/27/2019 | 4,496.79          |
|                  | 1,770.89  | 12/27/2019 | 12/26/2019        |

**Grant Balance**

18,700.83

**Total Reimbursements**

58,628.28

| <b>GOHS Speed Enforcement</b> | <b>Date</b> |
|-------------------------------|-------------|
|-------------------------------|-------------|

|                     |                  |
|---------------------|------------------|
| <b>Award Amount</b> | <b>13,604.00</b> |
|---------------------|------------------|

|                          |
|--------------------------|
| <b>Amount Reimbursed</b> |
|--------------------------|

|                         |
|-------------------------|
| <b>Amounts Expended</b> |
|-------------------------|

|                 |
|-----------------|
| <b>2,441.25</b> |
|-----------------|

|                 |
|-----------------|
| <b>2,441.25</b> |
|-----------------|

|                      |
|----------------------|
| <b>Grant Balance</b> |
|----------------------|

|                  |
|------------------|
| <b>11,162.75</b> |
|------------------|

|                            |
|----------------------------|
| <b>Total Reimbursments</b> |
|----------------------------|

|                 |
|-----------------|
| <b>2,441.25</b> |
|-----------------|

**Date**

**6/27/2019**

**Closed as of 9/30/19**



**GOHS DUI****Date**

| Award Amount     | 20,158.00                     | Amount Reimbursed |
|------------------|-------------------------------|-------------------|
| Amounts Expended | 1,078.98 yr to date           | 1,078.98          |
|                  | 689.47 5/1/2019               | 689.47            |
|                  | 1,612.47 jul & Aug sent 10/16 | 1,612.47          |

|               |                  |
|---------------|------------------|
| Grant Balance | <u>16,777.08</u> |
|---------------|------------------|

|                      |                 |
|----------------------|-----------------|
| Total Reimbursements | <u>3,380.92</u> |
|----------------------|-----------------|

## **Date**

yr to date

9/9/2019

11/5/2019

**Closed 9/30/19**

**GOHS DUI****Date****Award Amount****3,000.00****Amount Reimbursed****Amounts Expended****Reimbursements requested quarterly****Grant Balance****3,000.00****Total Reimbursments****-**

**Date**

**Closed 9/30/19**

**Stone Garden****Date**

|                  |            |                   |
|------------------|------------|-------------------|
| Award Amount     | 11,000.00  | Amount Reimbursed |
| Amounts Expended | yr to date |                   |

|               |                  |
|---------------|------------------|
| Grant Balance | <u>11,000.00</u> |
|---------------|------------------|

|                     |          |
|---------------------|----------|
| Total Reimbursments | <u>-</u> |
|---------------------|----------|

**Date**

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## BUILDING OFFICIAL/ZONING ADMINISTRATOR REPORT JANUARY 2020

### Building Dept.

A total of 55 permits were issued for the year of 2019, for a total valuation of \$425,545.22. \$12,957.48 were collected in fees. The break-down of the permits are as follows:

|                                 |    |
|---------------------------------|----|
| New House (Rebuild from fire)   | 1  |
| Roof Repairs/Replacement        | 13 |
| Shed Installations              | 4  |
| Residential Electrical Upgrades | 4  |
| Residential HVAC Upgrade        | 3  |
| Carport Canopy                  | 2  |
| Gas Pressure                    | 1  |
| Residential Fence               | 2  |
| Residential Remodel             | 12 |
| Tower Upgrades                  | 1  |
| Commercial                      | 12 |

### Zoning Dept.

The Planning and Zoning Commission approved the final draft of the regulations for the cultivation and sale of Hemp at their December 2019 meeting; however, the Public Hearing scheduled for January 8, 2020 had to be cancelled due to lack of quorum. The hearing is on hold until a hearing officer has been approved. I am estimating the Hearing will be rescheduled for March, with Council consideration afterwards. The Commission also concluded their update of the Commercial Uses in the zoning code at the December 2019 meeting. Those uses, as well as updates to the residential uses and rv parking regulations will soon be presented for public review and at a public hearing, then ultimately for Council consideration.

Respectfully submitted,

Dr. Jim Johnson, PhD, CBO, CCI  
Building Official/Zoning Administrator





## **Clerk Report**

**Business License Renewals: we currently have 118 business license renewals**

**Cochise County Elections came and went checked out the community center for the upcoming elections in March.**

**Title 16 went up online through the code publisher**

**CDGB publications have been published so we are on track**

